

Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 8:30 A.M. on Tuesday, October 6, 2020, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at:

http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

The public may access this meeting by

Calling: +1 929 205 6099 and entering the following:

Meeting ID: 825 0707 9318

Password: 12345

OR

Clicking the following link:

<https://us02web.zoom.us/j/82507079318?pwd=NUEwaWV4cHdtlozK3ZGUkZSOE5jZz09>

The County is making every effort to ensure that the public is able to, not only listen to the meeting, but also to participate in the public comments portion. You may submit public comment by email to: public.comments@watgov.org or by mail to:

Clerk to the Board of Commissioners
814 West King Street, Suite 205
Boone, NC 28607

Public comments received by 5:00 P.M. on Monday, October 5, 2020, will be available to view by the time of the meeting (October 6, 2020, at 8:30 A.M.) on the County's website at: http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

This meeting also includes a public hearing to allow citizen comment on the submission of an application for 2020 Community Development Block Grant (CDBG) funds for the Coronavirus Program. In order to speak during the public hearing, please call 828-265-8000 by 5:00 P.M. on Monday, October 5, 2020, and sign up by giving your name and either your onscreen name or phone number from which you will be calling to participate. Once the public hearing is called to order, the Chairman will call the name of those signed up when it is their turn to speak. Comments on the public hearing may also be submitted, through Wednesday, October 7, 2020, by email to: public.comments@watgov.org or by mail to: Clerk to the Board of Commissioners, 814 West King Street, Suite 205, Boone, NC 28607.

A recording of this meeting will be available by 5:00 P.M. on Tuesday, October 6, 2020, on the County's website at:

http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS
TUESDAY, OCTOBER 6, 2020
8:30 A.M.

ELECTRONIC MEETING ORIGINATING FROM THE
WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' CONFERENCE ROOM

| TIME | # | TOPIC | PRESENTER | PAGE |
|------|----|--|-----------------------|------|
| 8:30 | 1 | CALL REGULAR MEETING TO ORDER | | |
| | 2 | APPROVAL OF MINUTES: SEPTEMBER 15, 2020, REGULAR MEETING SEPTEMBER 15, 2020, CLOSED SESSION | | 1 |
| | 3 | APPROVAL OF THE OCTOBER 6, 2020, AGENDA | | 9 |
| 8:35 | 4 | PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE SUBMISSION OF AN APPLICATION FOR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE CORONAVIRUS PROGRAM | MR. JOE FURMAN | 11 |
| 8:40 | 5 | CORONAVIRUS (COVID-19) COMMUNITY UPDATE | MS. JEN GREENE | 91 |
| 8:45 | 6 | PROPOSED COVENANTS FOR THE BROOKSHIRE PARK RESTORATION PROJECT | MR. JOE FURMAN | 93 |
| 8:50 | 7 | BID AWARD REQUEST FOR COMPLEX I SOFTBALL FIELD FENCING | MR. ROBERT MARSH | 105 |
| 8:55 | 8 | PROPOSED ADDITIONAL APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS | MS. ANGIE BOITNOTTE | 117 |
| 9:00 | 9 | EMERGENCY SERVICES MATTERS | MR. WILL HOLT | |
| | | A. Proposed Acceptance of Domestic Preparedness Region Project | | 131 |
| | | B. Proposed Acceptance of Communications Grant on Behalf of North Carolina Emergency Management (NCEM) | | 169 |
| | | C. Bid Award Request for Rich Mountain Tower Generator Installation | | 191 |
| 9:05 | 10 | MISCELLANEOUS ADMINISTRATIVE MATTERS | MR. DERON GEOUQUE | |
| | | A. RFQ for Architectural Services for the Proposed Valle Crucis School | | 199 |
| | | B. Recommended Contract Award for Employee Medical | | 209 |
| | | C. October and November Meeting Schedules | | 213 |
| | | D. Boards and Commissions | | 215 |
| | | E. Announcements | | 219 |
| 9:10 | 11 | PUBLIC COMMENT | BY WRITTEN SUBMISSION | 220 |

| TIME | # | TOPIC | PRESENTER | PAGE |
|------|----|--|-----------|------|
| 9:15 | 12 | BREAK | | 220 |
| 9:20 | 13 | CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) | | 220 |
| 9:30 | 14 | ADJOURN | | |

AGENDA ITEM 2:

APPROVAL OF MINUTES:

September 15, 2020, Regular Meeting

September 15, 2020, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 15, 2020**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, September 15, 2020, at 5:30 P.M. remotely with the meeting originating in the Commissioners' Conference Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the remote electronic meeting to order at 5:32 P.M. The following were present:

PRESENT VIA ELECTRONIC MEANS:

John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Larry Turnbow, Commissioner
 Charlie Wallin, Commissioner
 Perry Yates, Commissioner
 Anthony di Santi, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Vice-Chairman Kennedy led the Pledge of Allegiance and Commissioner Yates opened with a prayer.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the September 1, 2020, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the September 1, 2020, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the September 1, 2020, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the September 15, 2020, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the September 15, 2020, agenda as presented.

VOTE: Aye-5
Nay-0

TOWN OF BOONE CONDITIONAL DISTRICT ZONING MAP AMENDMENT REQUEST FOR A WATAUGA MEDICAL CENTER PROJECT

Mr. Jim Deal, Watauga Medical Center Board Member, requested the County's approval to submit a Conditional District Zoning Map Amendment request for a Watauga Medical Center project to the Town of Boone. The project included a ten-foot, multi-path asphalt greenway from State Farm Road to Johnson Street including signage. The Town of Boone required the greenway as a condition for approval of the project. The County was required to approve the submission of the request as the County owns a portion of the property on which the greenway will be located.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the submission of the Conditional District Zoning Map Amendment request as presented by Mr. Deal.

VOTE: Aye-5
Nay-0

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

County Manager Geouque announced that Ms. Jennifer Greene, AppHealthCare Director, had a prior commitment and would not be available for a presentation.

PLANNING & INSPECTIONS MATTERS

A. Middle Fork Greenway Section 4 Requests to Transfer Property and Award Contract to Build the Natural Surface Segment

Mr. Joe Furman stated that the design for Section 4 of the Middle Fork Greenway (from Niley Cook Road to Tweetsie Railroad) had been changed due to permitting issues. The North Carolina Division of Energy, Mining, and Land Resources (NCDEMLR) would not approve the original design. Due to the design change, Blue Ridge Conservancy (BRC) purchased additional land on the west side of the Middle Fork (accessed from US Hwy 321 S) and changed a portion of Section 4 to a natural surface trail. The land acquisition and design change provided for a more visible trailhead, increased parking, and eliminates the boardwalk and retaining walls that the NCDEMLR would not approve. The BRC wished to donate the tract of land to the County.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept the donation of the tract of land and to direct the County Attorney to prepare the deed.

VOTE: Aye-5
Nay-0

Mr. Furman stated that Ms. Wendy Patoprsty, with BRC, had received two bids for the construction of the natural surface trail and had recommended awarding a contract to Terra Tek for the construction of the project. Terra Tek was a local company with a presence in Watauga and Avery Counties and had done work previously at the County-owned Rocky Knob Park. The County was satisfied with Terra Tek's work. Both quotes received were based upon 2800' of trail with Terra Tek having a lower per unit cost for trail construction. The trail may exceed 2800'.

Commissioner Turnbow, seconded by Commissioner Yates, moved to award a contract to Terra Tek in the base amount of \$39,300 for the construction of 2800' of natural surface trail with additional footage to be based on the per unit cost.

VOTE: Aye-5
Nay-0

B. Request to Schedule Public Hearing for Community Development Block Grant Coronavirus (CDBG-CV) Program Grant Application Process

Mr. Joe Furman, Planning and Inspections Director, stated that the North Carolina Department of Commerce announced the Community Development Block Grant Coronavirus Program (CDBG-CV). The grant was on a first-come-first-serve basis and the County was eligible for up to \$900,000. Mr. Furman stated that he has been soliciting potential projects with several agencies and organizations. The application process requires two public hearings with one early in the process and a second one after a project and budget were identified. With time being of the essence, Mr. Furman requested a public hearing be scheduled at the next regular meeting, October 6, 2020, at 8:30 A.M.

Mr. Furman presented a Citizen Participation Plan, required by and specific to the CDBG-CV program, due to the County's hearings currently being conducted electronically. The North Carolina Department of Commerce required the Plan, including provisions for electronic hearings, to be adopted prior to the first hearing.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to adopt the Citizens Participation Plan for the Community Development Block Grant Coronavirus Program as presented by Mr. Furman.

VOTE: Aye-5
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to schedule a public hearing on October 6, 2020, at 8:30 A.M. to allow for public comment on the submission of an application for 2020 Community Development Block Grant funds for the Coronavirus Program.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of August 2020. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for August 2020 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the Refunds and Releases Report for August 2020 as presented.

VOTE: Aye-5
Nay-0

BUDGET AMENDMENTS

Ms. Misty Watson, Finance Director, reviewed the following budget amendments:

| Account # | Description | Debit | Credit |
|---------------|-------------------|----------|----------|
| 103300-343322 | DPS - COVID-19 | | \$25,643 |
| 104310-449030 | COVID-19 Expenses | \$25,643 | |

The amendment recognized funds received from the Department of Public Safety – Governor’s Crime Commission for 2020 Coronavirus Emergency Supplemental Funds.

| | | | |
|---------------|-----------------|----------|----------|
| 105550-449022 | CARES Act | \$94,057 | |
| 103300-332009 | CARES Act Grant | | \$94,057 |

The amendment recognized the acceptance of the NC Division of Aging and Adults Services funding for the CARES Act as approved per Board action on June 9, 2020.

| | | | |
|---------------|--|----------|----------|
| 103991-399100 | Fund Balance | | \$78,808 |
| 109800-498021 | Transfer to Capital Projects Fund | \$74,808 | |
| 213980-398100 | Transfer from General Fund | | \$78,808 |
| 219930-459122 | CIP – Pavement Repairs | \$9,490 | |
| 219930-459122 | CIP – Roof Maintenance | \$952 | |
| 219930-459122 | CIP – Security Cameras | \$25,663 | |
| 219930-459122 | CIP – Repeater System | \$19,000 | |
| 219930-459122 | CIP – Fuel Island | \$4,076 | |
| 219930-459122 | CIP – Classroom Presentation Technology | \$14,621 | |
| 219930-459122 | CIP – Facilities – Furniture & Equipment | \$1,006 | |

The amendment returned unused CIP funds from the completed projects, as listed, to set aside Capital Projects Funds for the Schools.

| | | | |
|---------------|---|----------|----------|
| 103300-314702 | Board of Elections – CARES Act Funds | | \$70,585 |
| 104170-449022 | Board of Elections – CARES Act Expenditures | \$70,585 | |

The amendment recognized the acceptance of funds received under Session Law 2020-17 for a sub-grant reserved for Board of Elections under the Coronavirus Relief Fund.

| | | | |
|---------------|------------------------------|-----------|-------------|
| 103300-346000 | Coronavirus Relief Fund | | \$1,090,280 |
| 104330-449001 | CRF – Watauga County | \$626,705 | |
| 104330-449009 | CRF – Town of Blowing Rock | \$98,061 | |
| 104330-449003 | CRF – Town of Boone | \$177,928 | |
| 104330-449004 | CRF – Town of Seven Devils | \$93,528 | |
| 104330-449005 | CRF – Town of Beech Mountain | \$94,058 | |

The amendment recognized the acceptance of additional funds received under Session Law 2020-4 for money reserved for local governments under the Coronavirus Relief Fund.

| | | | |
|---------------|---|-----------|-----------|
| 103991-399100 | Fund Balance | | \$100,000 |
| 104285-457007 | Phase II South Fork Restoration Project | \$100,000 | |

The amendment recognized the allocation of funds for Phase II of the South Fork Restoration Project as approved per Board action on January 15, 2019.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Resolution for Appalachian State University Tower Lease Renewal

County Manager Geouque stated that Appalachian State University requested the renewal of a lease for a tower, antenna, and small building at the County's Rich Mountain tower site for broadcasting of their radio station. App State has assured there would be no interference with County equipment at that site. If agreeable to the renewal, the Board will need to adopt a resolution authorizing the County Manager and County Attorney to prepare the lease for final consideration at a regular meeting, after the resolution was subject to public notice for ten days. County Manager Geouque stated that the State may require a State Form PO-28 be approved at that meeting as well.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon ten days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the resolution authorizing the County Manager to move forward with the lease renewal as presented.

VOTE: Aye-5
Nay-0

B. Announcements

County Manager Geouque announced that the Trustees of Caldwell Community College & Technical Institute invited the Board of Commissioners to a meeting on Wednesday, September 23, 2020, at 6:00 P.M. at the Watauga Student Services Center located at the Watauga Campus on Hwy 105 Bypass, in Boone, North Carolina.

PUBLIC COMMENT

Chairman Welch stated that written comments were made available to view on the County's website and at the County Manager's Office.

[Clerk's Note: Written comments were received by the 5:00 P.M. deadline on September 14, 2020, from the following: A letter from Mr. Tim Gupton, President of Blowing Rock Civic Association, and a letter from Mr. Ron Curtis, President of Blowing Rock Country Club (2020-2021) and Ms. Phyllis Lester, President of Blowing Rock Country Club (2019-2020).]

Vice-Chairman Kennedy asked how the budget looked for Fiscal Year 2022. County Manager Geouque stated that the budget was currently tracking good. At this time the County had fared better than projected in the current Fiscal Year but there were still unknowns for Fiscal Year 2022 in consideration to decisions the State may make due to the COVID-19 pandemic.

CLOSED SESSION

At 6:13 P.M., Commissioner Turnbow, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

The following lawsuits were included in discussion during closed session: A suit filed against two Sheriff's Deputies by Mr. Thomas D. Hughes, a lawsuit filed by Watauga County Board of Elections members, and the Town of Boone lawsuit regarding sales tax distribution.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 6:55 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to adjourn the meeting at 6:55 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE OCTOBER 6, 2020, AGENDA

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AGENDA ITEM 4:**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE SUBMISSION OF AN APPLICATION FOR 2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE CORONAVIRUS PROGRAM****MANAGER'S COMMENTS:**

The NC Department of Commerce announced the Community Development Block Grant Coronavirus Program (CDBG-CV). The grant is on a first-come-first-serve basis and the County is eligible for up to \$900,000. Mr. Furman has been soliciting potential projects with several agencies/organizations. The application process requires two public hearings with one early in the process and a second one after a project and budget are identified.

Mr. Furman requested the Commissioners schedule a hearing for October 6th. The CDBG program requires adoption of a Citizen Participation Plan applicable specifically to the CDBG program; because the County's hearings are currently being conducted electronically, Commerce staff required that the Plan, including provisions for electronic hearings, be adopted prior to the first hearing. The Plan was adopted at the September 15th meeting.

A public hearing has been scheduled to meet the requirements of the Community Development Block Grant Coronavirus Program.

WATAUGA COUNTY TO HOLD PUBLIC HEARING

Watauga County will be holding a public hearing to solicit citizen input on the submission of an application for 2020 Community Development Block Grant funds for the Coronavirus Program. The CDBG funds will be to used help Watauga prepare, prevent, and/or respond to the health and economic impacts of COVID-19. Activities will be designed to assist the low- and moderate-income residents of the County.

The public hearing will be conducted electronically on Tuesday, October 6, 2020 at 8:30am in the Commissioner's Board Room at the Watauga County Administration Building located at 814 West King Street, Boone, NC. The public hearing will be virtual through ZOOM and conference call. The live hearing can be accessed at <https://us02web.zoom.us/j/82507079318?pwd=NUEwaWV4cHdtdlozK3ZGUkZSOE5jZz09>. The conference call number is 1-929-205-6099 Meeting ID: 825 0707 9318, Password: 12345. In order to speak during the public hearing, please call 828-265-8000 by 5:00 P.M. on Monday, October 5, 2020, and sign up by giving your name and either your onscreen name or phone number from which you will be calling to participate. Once the public hearing is called to order, the Chairman will call the name of those signed up when it is their turn to speak.

Due to public health and safety concerns amid the Covid-19 and Executive Order 163 restricting the number of persons allowed to gather in public places the meeting will be conducted remotely only. However, citizens are asked and encouraged to submit written comments on past and proposed use of CDBG funds. All interested citizens are encouraged to participate in the following ways:

1. Present your comments at the public hearing.
2. Send written comments to the Clerk to the Board at 814 West King Street, Suite 205, Boone, NC 28607 or at public.comments@watgov.org. All comments received before 5:00 PM, October 5, 2020 will be made part of the official record.

Also, all citizens are encouraged to view and listen to the hearing online via live video. In addition, following the hearing, the recording of the public hearing will be made available.

If additional information is needed, please contact the Joe Furman at (828) 265-8043, joe.furman@watgov.org.

Persons with disabilities or who otherwise need assistance should contact Deron Geouque, at (828) 265-8000, deron.geouque@watgov.org or Relay North Carolina #711 by September 29, 2020. Accommodations will be made for all who request assistance with participating in the public hearing.

This information is available in Spanish or any other language upon request. Please contact Deron Geouque, at (828) 265 -8000, deron.geouque@watgov.org or at 814 West King Street, Boone, NC, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Deron Geouque, at (828) 265-8000, deron.geouque@watgov.org or at 814 West King Street, Boone, NC de alojamiento para esta solicitud.

John Welch, Chairman
Watauga County Board of Commissioners

Memorandum

Date: September 9, 2020
To: County Manager; Board of Commissioners
From: Joe Furman
RE: Grant possibility

I received an announcement from the NC Department of Commerce of the Community Development Block Grant Corona Virus Program (CDBG-CV); the notice and guidelines are attached. The County may apply for up to \$900,000; funds will be awarded on a first-come-first-serve basis. I have been and will continue discussing potential projects with several agencies/organizations. The application process requires that two public hearings be conducted – one early in the process, and a second one later after a project and budget have been identified. Since time is of the essence, I request the Commissioners to schedule a hearing for October 6th so that one will be out of the way in case they decide to apply. The CDBG program requires adoption of a Citizen Participation Plan applicable specifically to the CDBG program; because the County's hearings are currently being conducted electronically, Commerce staff is requiring that the Plan, including provisions for electronic hearings, be adopted prior to the first hearing. I request adoption of that plan at the September 15th meeting, if the public hearing is scheduled. The recommended Plan is attached.

CITIZEN PARTICIPATION PLAN

This plan describes how the Watauga County will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated Town official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the County. The County will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the County and their comments considered prior to acting. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held, specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to Joe Furman, Planning & Inspections Director. He will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to the Chair of the Board of Commissioners. He or She shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen

Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Watauga County. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

Watauga County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least five (5) days before the scheduled hearing. These notices will indicate the date, time, location, and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radio stations and will be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the County Planning & Inspections Department during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the Planning & Inspections Department consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals.
5. Public hearing accommodations and accessibility

Virtual Hearings - During a declaration of a state of emergency by the Governor or General Assembly, and if a local unit of general government is concerned about significant public health risks that may result from holding an in-person public hearings, Watauga County may undertake a virtual public hearing (alone, or in concert with an in-person hearing) if:

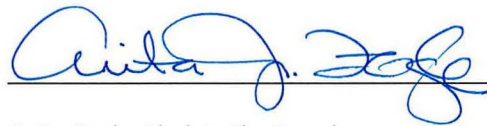
- It allows questions in real time, with answers coming directly from the elected representatives to all "attendees." Therefore, members of the public must be entitled to participate and address the Board of Commissioners during any telephonic or video-conference hearing.
- The Board of Commissioners will post a written notice that gives the public a way to participate remotely, such as a toll-free dial-in number, and that includes an electronic copy of any agenda packet that officials will consider at the meeting.
- As with an in-person hearing, the grantee must select a virtual hearing method or platform that provides accessibility for persons with disabilities and limited English proficiency (LEP) to the greatest extent possible. These accommodations must be free to these populations.
- The Board of Commissioners will provide the public with access to a recording of any telephonic or videoconference meeting.
- Watauga County will document its efforts and the reason for them.
- Additional specific communication requirements and requirements for conducting remote meetings can be found in Article 1A of Chapter 166A and Article 33C of Chapter 143 of the General Statutes.

ADOPTED, this the 15th day of September, 2020.



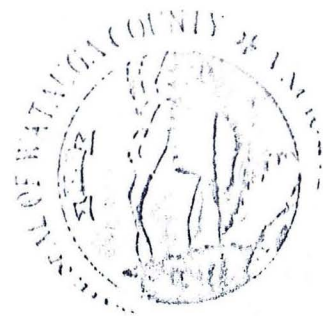
John Welch, Chairman

Watauga County



Anita Fogle, Clerk to the Board

Watauga County

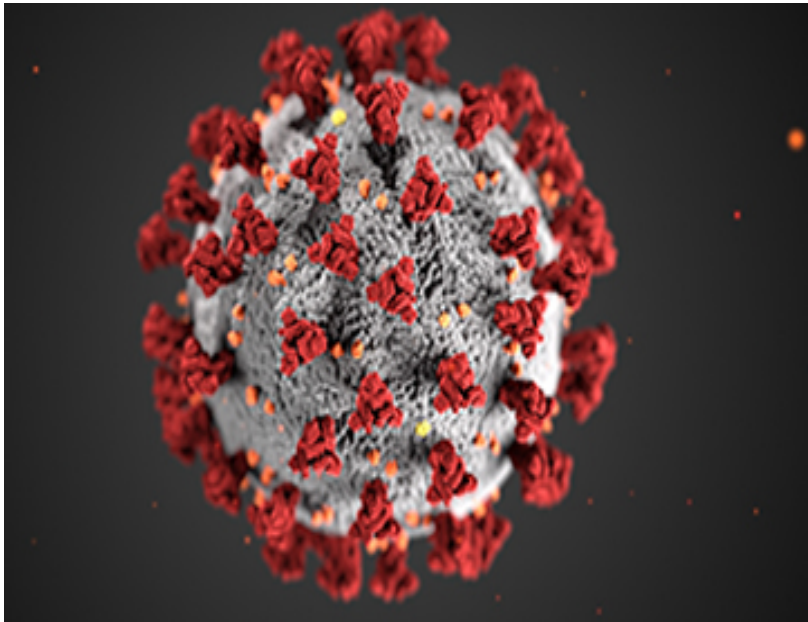


NORTH CAROLINA

DEPARTMENT OF COMMERCE

2020

North Carolina Community Development Block Grant Coronavirus (CDBG-CV) Program



Rural Economic Development Division/State CDBG Program

Mailing Address:

4346 Mail Service Center
Raleigh, NC 27699-4346

Street Address:

301 N. Wilmington Street
Raleigh, NC 27699

(919) 814-4600 (voice)

(919) 715-0096 (fax)

(800) 735-2962 (TDD)

www.nccommerce.com

North Carolina CDBG Coronavirus Program

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PROGRAM GUIDELINES

INTRODUCTION

NC Commerce’s Rural Economic Development Division (REDD) will administer the **Community Development Block Grant Coronavirus (CDBG-CV)** funds awarded to the State by the U. S. Department of Housing and Urban Development (HUD) to support North Carolina’s COVID-19 response efforts. This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis. Initially, REDD makes available approximately \$27.5 million through awarding grants to non-entitlement communities (i.e., incorporated municipalities under 50,000 and counties under 200,000 in population).

The **North Carolina CDBG-CV** Program is designed to help a non-entitlement municipality or county to prepare, prevent, or respond to the health and economic impacts of COVID-19. The activities must be most critical to their locality and primarily for their low- and moderate-income residents. Beginning September 1, 2020, REDD will award CDBG-CV funds on a first-come, first-served basis with a focus on local needs identified by the community in collaboration with state and local health officials. Applicants may view current COVID-19 metrics on the North Carolina Department of Health and Human Services website at <https://covid19.ncdhhs.gov/> .

AREAS OF FOCUS FOR CORONAVIRUS RESPONSE

As noted by Governor Roy Cooper, “efforts to support families, small business, and economic recovery remain critical” during the COVID-19 pandemic. In support of these public health and economic recovery goals, **North Carolina CDBG-CV** Program projects must incorporate at least one of the following as an area of focus:

- **Support families and communities through telehealth support and other public services.**
- **Protect the most vulnerable and high-risk populations.**
- **Assist small businesses with economic recovery.**
- **Address testing, tracing, and trends.**

FUNDING PRIORITIES BY ELIGIBLE ACTIVITY

The State has established the following funding priorities by eligible activity:

- **Public Service:** The priority in this category is subsistence payments to prevent evictions and utility disconnections. Food distribution, testing and diagnosis, and employment training for health care workers on the frontlines are also prioritized.
- **Public Facilities:** The priority in this category is broadband services and enhancing internet access that supports increased connectivity to schools, jobs, and healthcare. This category also includes building rehabilitation or improvements to support activities such as repurposing buildings into patient treatment centers.
- **Economic Development:** The priority in this category is to provide financial assistance to businesses with 100 or fewer employees, including microenterprises with five or fewer employees. The focus is to support businesses that manufacture medical supplies, and to help small businesses impacted by COVID-19 create and retain jobs.

NATIONAL OBJECTIVES

Like CDBG, **CDBG-CV** projects must meet a national objective. The three national objectives are: (1) benefiting low-and-moderate income (LMI) persons; (2) preventing or eliminating slums or blight; and (3) meeting other community development needs that are deemed to be urgent because of existing conditions pose a serious and immediate threat to the health and welfare of the community, and other financial resources are not available to meet the need. All **NC CDBG-CV** project activities will meet the urgent need national objective; however, grantees must serve at least 51% low-to-moderate income persons for activities for public services and public facilities and 70% low-to-moderate income persons for special economic development activities.

National Objectives Definitions

1. **Benefit to LMI persons:** Benefit to LMI persons may be either **direct** or **area-wide** benefit.
 - Direct benefits are those activities that serve certain persons (e.g., housing assistance).
 - Area-wide benefits are those activities that benefit communities and are not participant specific (e.g., neighborhood facilities).

Please note that applicants must ensure that both area-wide benefit at least 51% low-and-moderate-income (LMI) persons, and direct activities benefit 100% low-and-moderate-income (LMI) persons. If proposing economic development activities, 70% of beneficiaries must be LMI. Additionally, applicants must ensure that NC CDBG-CV Program projects do not benefit moderate-income persons to the exclusion of low-income persons.

2. **Low- and Moderate-Income (LMI) Households Defined:**

Low-and-moderate-income households in metropolitan areas are defined as those with incomes equal to or less than eighty percent (80%) of the median family income of the metropolitan area. For families residing in non-metropolitan areas, low-and-moderate income is defined as eighty percent (80%) or less of the median income of the county. "2019 or the most current Income Limits," published by the Department of Housing and Urban Development (HUD), defines income limits for low-and-moderate-income families per family size for non-metropolitan and metropolitan areas of the state. The document is available on the HUD Exchange website using this link <https://www.huduser.gov/portal/datasets/il.html> or can be obtained from the Rural Economic Development Division (REDD).

DUPLICATION OF BENEFITS REQUIREMENTS

Federal law requires REDD to conduct a duplication of benefits review for each CDBG-CV eligible activity. A duplication of benefits occurs when assistance is provided to a person or entity (i.e., beneficiary) to address losses and that person or entity (i.e., beneficiary) receives assistance for the same costs and/or losses from other funding sources. The funding sources not only includes CARES Act sources, but also other federal, state, philanthropic, and local government sources. For a list of other likely Federal sources and guidance, see <https://www.hudexchange.info/resource/6097/cdbg-coronavirus-response-grantee-resources-related-to-preventing-duplication-of-benefits/>.

REDD will recapture all funds associated with a duplication of benefits. To alleviate issues, applicants must develop and maintain adequate procedures to prevent a duplication of benefits. Procedures must include persons/entities receiving CDBG-CV funds must repay duplicative assistance and a method to assess whether CDBG-CV funds will duplicate financial assistance that is already received or likely to be received by acting reasonably. A copy of the duplication of benefits procedures must accompany the CDBG-CV application.

PROJECTS WITH MULTIPLE ACTIVITIES

Applicants may complete projects that include multiple activities in the **NC CDBG-CV Program** except administration, each activity funded must meet a national objective. There are instances when activities can qualify under more than one national objective category. When this happens applicants must select only one.

Important to Note: *Proposed activities that fail to meet a national objective and/or program requirement may result in the REDD eliminating the activity from the project and disqualifying the project for funding.*

THRESHOLD REQUIREMENTS

Threshold requirements address the minimum expectations pertaining to the application process, submission requirements, and minimum program requirements. The Rural Economic Development Division (REDD) will not consider any **NC CDBG-CV Program** applications for competition if one or more of the following requirements are not met:

Application will be deemed ineligible for the following reasons:

- Application is physically received by the REDD before the program opens;
- Applicant is not an eligible non-entitlement local government;
- Applicant did not submit two complete original applications bound as instructed;
- The Application Summary form in each application was not completed and signed by the chief elected official or another documented authorized certifying officer;
- All required attachments were not included in the application;
- All or some identified eligible activities in the application did not address a national objective;
- Applicant's **NC CDBG-CV** funding request exceeds the maximum grant amount of \$900,000 and/or the maximum activity grant amount;
- Previous CDBG grants were not administered in compliance with applicable regulations, and all monitoring and audit findings on closed or open grants were not resolved; and
- Applicant or identified sub-recipient appears on the Federal or State Suspension of Funds list.

Important Note: *The NC CDBG-CV Program is an urgent needs program; therefore, a waiver is not required by the NC Department of Commerce if current funding request exceeds \$1,250,000 in applications for local governments in any of the CDBG categories and demonstration programs.*

ELIGIBLE RECIPIENTS

All municipalities are eligible to receive State CDBG funds except for entitlement communities. Entitlement communities receive funds directly from HUD. North Carolina's 24 entitlement municipalities are: **Asheville, Burlington, Cary, Chapel Hill, Charlotte, Concord, Durham, Fayetteville, Gastonia, Goldsboro, Greensboro, Greenville, Hickory, High Point, Jacksonville, Kannapolis, Lenoir, Morganton, New Bern, Raleigh, Rocky Mount, Salisbury, Wilmington, and Winston-Salem.**

In addition, all counties are eligible to receive State CDBG funds except **Mecklenburg County, Wake County, Union, and Cumberland County**, which have been designated by HUD as urban entitlement counties. As entitlement counties, neither the counties nor their municipalities are eligible for Small Cities funding, except for the towns of **Holly Springs** and **Linden**.

ELIGIBLE APPLICANTS

Eligible applicants are local governments that (1) meet specific funding and threshold criteria, (2) meet a specific level of readiness to proceed, and (3) are acknowledged by REDD in writing as eligible to apply.

These minimum performance requirements measure an applicant's capacity to adequately implement and administer the **CDBG-CV** program. REDD will review progress on CDBG programs currently underway in the locality and will consider all unresolved audit and monitoring findings on active CDBG grants in determining capacity.

Eligible local governments may submit applications to undertake eligible activities within their jurisdictions. The jurisdiction may be the corporate limits of the municipality, its extraterritorial jurisdiction (ETJ) or areas outside of the extraterritorial jurisdiction, depending on project activities. Each applicant is required to certify that it possesses legal authority to carry out the proposed activities. Unless contradictory evidence is submitted to REDD, the Division will accept the applicant's certification of legal authority.

AWARD AMOUNTS

The maximum grant amount is \$900,000 per grantee with some restrictions for specific activities. There is no minimum grant amount. Applicants should consider feasibility as it relates to the overall cost of any project. Pre-award, planning, and administration is limited to 10% of the awarded grant total.

GRANT PERIOD (Life Cycle)

The grant period for **NC CDBG-CV Program projects** is 30 months.

MATCHING FUNDS REQUIREMENT

The **NC CDBG-CV Program** does not have a matching fund requirement.

ALLOWABLE PROJECT ACTIVITIES

Activities must be based on need or needs substantiated by the local government applicant. Applicants must demonstrate coordination with State and/or local health authorities before undertaking any activity to support state or local pandemic response. Applicants may use **Community Development Block Grant Coronavirus (CDBG-CV)** funds for public services, public facilities, and special economic development activities. The charts below outline the specific activities and requirements.

Public Service Activities

Grantees may provide a new or increased level of a public service. All activities must result in achievement objective, typically by providing services to an LMI clientele or to LMI persons residing in a qualified area.

| Public Service | Description |
|----------------------|---|
| Subsistence Payments | Provide up to six months emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Utility payments to prevent service disconnection and rent/mortgage payments to prevent eviction. Local governments are encouraged to partner with a non-profit service provider such as United Way or one approved by the NC DHHS. |

| | |
|---|---|
| Employment Training | Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community. |
| Testing and Diagnosis | Provide testing, diagnosis, or other services at a fixed or mobile location. |
| Equipment, Supplies, and Materials | Provide equipment, supplies, and materials necessary to carry-out a public service. |
| Food Distribution | <u>Meal Delivery</u> : Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. <u>Food Bank/Pantry Services</u> : Provide support to food banks and food pantries. |
| Health Services | Increase the capacity and availability of targeted health services for infectious disease response within existing health care facilities. |
| Mental Health Services | Increase the capacity and availability of targeted mental health services for individuals and families impacted by Coronavirus. |
| Broadband and Communications Support | Provide broadband services inclusive of internet access and hardware/software purchases to connect individuals to jobs, schools, financial institutions, and healthcare providers. |
| Services for Special Needs Populations such as seniors, youth age 13-19, and disabled/handicapped | Provide services for special needs populations that prevent, respond to, or prepare for COVID-19. Applicants must contact the CDBG-CV Manager for approval prior to submitting the application. |

Examples of Ineligible Public Service Activities

Examples of ineligible public service activities include revolving loan funds, loans, purchase of local government vehicles (e.g., police cars, fire trucks), and salaries including overtime payments for local government employees.

Public Facilities

A public facility is defined as a place open to the general public that provides services that are traditionally provided by the government or owned and operated by a nonprofit.

| Public Facility Activity | Description |
|--|---|
| Acquisition, Construction, Reconstruction, or installation of public works, facilities, and site or other improvements | Health Facilities may be created/supported by: <ul style="list-style-type: none"> • Constructing a testing and diagnosis, or treatment facility. • Rehabilitate a community facility to establish an infectious disease treatment clinic. • Acquiring and rehabilitating, or constructing, a group living facility that may be used to centralize patients undergoing treatment. |
| Rehabilitation of building and improvements (including interim assistance) | Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic |

| | |
|--------------------------------------|---|
| | <p>Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery.</p> <p>Make interim improvements to private properties to enable an individual patient or frontline health care workers to remain quarantined on a temporary basis.</p> |
| Broadband and Communications Support | Provide broadband services inclusive of infrastructure development, internet access, wiring, and hardware and software purchases to connect individuals to jobs, schools, financial institutions, and healthcare providers. All activities must be completed in 30 months or less. |

Special Economic Development Assistance

A local government must propose a project in conjunction with one or more existing, private for-profit small businesses that undertakes specific **CDBG-CV** eligible activities that result in the creation of permanent, full-time jobs within the community. A job is considered full-time if the employee works at least 1,600 hours per year. Additionally, employers who offer qualifying health insurance for all full-time positions at the establishment and pay at least 50% of employee premiums are preferred. All businesses must be current with state and local taxes.

For purposes of this grant program, an existing business is one that has been in operation (and employing at least one full-time employee) at least two years and that has 100 or fewer employees prior to March 10, 2020.

CDBG-CV funding will not be made available to projects that assist companies who transfer jobs within the state unless the company is expanding into the new area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old area. **NOTE: Jobs that are transferred from other facilities will not be counted toward the job creation commitment.**

Proposed projects are subject to **CDBG-CV** cost per job limits and the limit for this project is \$85,000 per full-time equivalent job or less. For example, a \$850,000 grant must result in the creation of at least 10 new jobs [$\$850,000 \text{ grant total} / \$85,000 \text{ per job} = 10 \text{ jobs created}$]. At least 70% of the jobs must go to LMI persons. In other words, out of 10 jobs, 7 must go to LMI persons.

Required Link Between an Eligible Activity and Job Creation/Retention

An eligible activity or activities under this grant category must directly link to the creation or retention of jobs for LMI persons. Applicants must explain how the proposed funded activity will create and/or retain the number of proposed jobs. The following are examples of activities that may be allowed, depending on how the overall project is structured.

Justification for Job Retention

Project eligibility may be based on the retention of jobs if the applicant and the company can provide clear and objective evidence that the jobs would be lost without CDBG assistance. Severity of need, such as threat of closure, may be evidenced by documentation such as notices from state or local health authorities, public announcements, and letters to employees, or relevant financial records. This documentation must be included in application package. In addition, the company must survey all current employees to verify that at least 70% are LMI persons. A current employee list and a summary of survey results must be included with the application.

| Economic Development Activity | Description |
|--|---|
| Small Business Assistance | <p>Provide grants to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease.</p> <p>Avoid job loss cause by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low-to-moderate income persons.</p> <p>Provide financial assistance to for-profit businesses to acquire property, build, expand, or rehabilitate a building, lease space to operate, or purchase equipment, or provide operating capital.</p> <p>Retrofit workspaces for for-profit businesses to promote social distancing.</p> |
| Microenterprise Assistance <i>is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise.</i> | Provide technical assistance and grants to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine. |

Examples of Ineligible Special Economic Development Activities

Examples of ineligible special economic development activities include revolving loan funds, loans, debt restructuring, job training that cannot be linked to a specific job at a specific firm. Additionally, ineligible activities at 24 CFR 570.207 and .209 CDBG funding will not be available to projects that propose to assist companies that are in bankruptcy.

HUD regulations specifically prohibit the following:

1. General promotion of a community as a whole (as opposed to specific areas and programs);
2. Assistance to professional sports teams including automobile racing teams;
3. Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to be derived by users or members clearly outweighs the employment or other benefits to LMI persons;
4. Acquisition of land where no specific proposed use has been identified;
5. Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient;
6. Projects that do not create/retain jobs for low-and-moderate income persons; and
7. Transfer of jobs from one labor market area (LMA) to another that results in a significant loss of employment in the LMA with the job loss.

PRE-AWARD AND ADMINISTRATION COSTS

Pre-award, planning, and administration is limited to 10% of the awarded grant total. REDD will allow reimbursement of pre-award costs incurred prior to the effective date of the grant award that are essential to negotiations in anticipation of receiving the grant award. Of the 10% administration of the awarded grant amount, up to \$3,500 can be used for planning. The pre-award costs are also subject to following proper procurement regulations at 2 CFR 200. For eligible pre-award and administration costs, see OMB Circular 2 CFR 200.458.

LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

The local government's roles and responsibilities are outlined in 24 CFR Part 570.501. As the applicant, the local government is responsible to ensure the following:

- ✓ **Management and Oversight:** The elected officials are legally, financially, contractually, and programmatically responsible for the CDBG project. The local government is responsible to the State of North Carolina and the Federal government even if they have a contract administrator or sub-recipient relationship.
- ✓ **Financial Management:** The local government must ensure proper accounting of funds to avoid disallowed costs. This includes accurate identification of project costs and cash balances and proper internal controls.
- ✓ **Statement of Assurances and Certifications:** The local government elected officials and administrators should read and understand these documents and the implementation obligations.
- ✓ **Grant Agreement (24 CFR Part 570.501 and .502):** If awarded, the local government will receive a grant agreement and funding approval from the State. These documents are contractually binding and cannot be changed without State approval.

USE OF AN EXPERIENCED CDBG ADMINISTRATOR

The local government applicant must have the capacity to administer the proposed project with either its own CDBG-experienced staff or the assistance of an experienced CDBG administrator (e.g., CDBG-experienced consultant, Council of Government, non-profit). "Experienced" to administer proposed project for this application is defined as, someone who has administered more than one CDBG project. All applicants must have also met the basic performance requirements for prior CDBG grants.

PROGRAM AMENDMENTS, BUDGET AMENDMENTS AND BUDGET REVISIONS

In an Advisory Notice called "Application Amendment" dated January 25, 2010 and posted on the North Carolina Commerce website, State CDBG outlined the application amendment process. Additionally, in September 2010, REDD released **Bulletin 10-3** which replaces Bulletin 96-2 which defines what constitutes a change from the approved application and requires prior approval by REDD. The Bulletin also outlines the procedural requirements for submitting an amendment. When making any change to the approved application, grantees should contact the REDD Grants Management Representative (GMR) assigned to the grant to discuss the proposed changes. The GMR will assist the grantee with the program amendment, budget amendment, and/or budget revision process.

When changing activities or scope of the project, the environmental review record must be updated per 24 CFR 58. After revisions, the environmental review must be submitted to the REDD Compliance Specialist.

EVALUATION CRITERIA

The **NC CDBG-CV Program** is a first-come, first-served program. Even though the program is non-competitive, all projects must pass the threshold review to be considered for funding. See threshold criteria section of the guidelines for details. Applicants will be rated according to the following criteria:

1. Activity is taking place in an eligible area with elevated COVID-19 outbreaks and activities are supported by state and local health officials
2. Program Purpose, Project Design, and Performance Measure & Evaluation
3. Project Feasibility, Sustainability, and Readiness
4. Project Need and Benefit
5. Financial Design, Budget, Leverage, and Cost Effectiveness
6. Capacity, Experience, and Organizational Structure

Program Purpose, Project Design, and Performance Measure & Evaluation

This area of rating focuses on the overall project design. The reviewer(s) will examine how the proposed project addresses the program intent, incorporates the areas of focus, uses partnerships, and establishes performance measures for current and future assessments. This area will also review the local commitment.

Performance Measure and Evaluation: The applicant must identify how they will measure the **NC CDBG-CV Program** project performance. The goals must be specific, measurable, action-oriented, attainable, realistic, focused and time-bound. Be specific by using a quantifiable number. The - Accomplishments and Beneficiaries form per activity will also be reviewed for this area of rating.

Project Feasibility, Sustainability, and Readiness

This area of rating focuses on the project feasibility, sustainability, and readiness to proceed. Included in the review are the financial design, evidence of non-CDBG funds, project timing to carry out the proposed activities, quality of the units, site suitability for the proposed activity, surrounding and on-site amenities for the target beneficiaries, and level of site readiness and control.

Applicants must be able to document the long-term viability of any public facility and the ability to link services if the type of facility requires specific services for their clientele. Applicants must provide documentation to support housing activities related to sales or leasing activity.

The most competitive projects will establish partnerships with local government, community groups, non-profits, and other agencies for funding and administration that goes beyond CDBG funding. Local funds, no matter how small, give an indication of the local government's commitment to the project. Concerted efforts to elicit funds to leverage funding with other sources other than CDBG will be looked upon favorably, since one of the ultimate goals of this project is for communities to search for as many avenues of funding necessary to maximize revitalization opportunities of the target neighborhood(S).

Examples of evaluation parameters for applicant and activity listed below:

- Can the project be implemented and completed within a reasonable amount of time?
- Has the applicant identified all the major tasks or components that will be required in carrying out the activity? Are there any potential issues or concerns?
- Has the applicant provided a reasonable estimate of the resources necessary for each component of the project, and has it developed a realistic budget that reflects these resources? Are other sources of funds (leveraging) committed to this project?
- Is the proposed budget for the CDBG-CV funded activity separate from other activities undertaken by the applicant?

Project Need, Market Demand, and Benefit

This area of rating will assess the project need, the documented demand, the proposed treatment to meet the need, and the benefit to the identified target group. All project activities must meet a national objective to be eligible for CDBG funds. There are three national objectives in the CDBG program. The two national objectives most applicable to the **NC CDBG-CV Program** are (1) benefit to low-and-moderate income (LMI) persons and (2) urgent need. Benefit to LMI persons may be either direct (actual people served) or area wide. The elimination of slum and blighting conditions may be undertaken on an area or spot basis.

Examples of evaluation parameters for applicant and activity listed below:

1. Does the activity address an established need?
2. Is the proposed activity eligible (24 CFR 570.201) under the CDBG program?
3. Does the proposed activity meet one of the three broad National Objectives?
 - ✓ Principally benefit low-and-moderate-income persons;
 - ✓ Prevents or eliminates slum and blight; or
 - ✓ Addresses an urgent need or problem in the community.
4. Has the applicant provided enough explanation concerning their ability to adequately and accurately document the benefit to low and moderate-income persons?

Capacity, Experience, and Organization Structure

Capacity: The applicant must describe in the application the community's capacity and organizational structure that will be responsible for the grant's administration and the development and operation of the **NC CDBG-CV Program** project. For example, describe who will coordinate the various components. Describe who will be responsible for the oversight and assurance that all financing is firmly committed, and matching funds spent, that contracts are properly secured, that benefit is measured, etc.

In addition, the applicant must describe the following:

1. Who will be responsible for administering the grant,
2. Describe who will be responsible for the oversight and assurance that environmental reviews are conducted accurately and according to the **U.S. Department of HUD's Office of Environment and Energy Laws, Regulations, and Executive Orders for HUD Environmental Compliance**, financial systems set-up, reports filed with the local board and REDD, etc.
3. Submit an organizational chart that outlines the team members responsible for the implementation of the project.
4. Create a bullet list of the team members/providers and what activities/duties for which they are responsible.
5. Also, describe the capacity and experience of each project team member for their component of the project.
6. Attach resumes of project team members in an appendix or indicate that you have already done so in the pre-application.
7. Include information on the type(s) of organizations involved, document if these are non-profit, private, government, cooperative, or partnership.

The applicant may designate a different coordinator of each of the components of the project or may designate the same person to coordinate all components. It is of utmost importance to have a coordinator and administrator in leadership and management, a successful project needs an experienced competent team. Team members could include local government staff, Housing Authorities, day care providers, public service providers, Community Development Corporations (CDCs), and other non-profit agencies.

Examples of evaluation parameters for applicant and activity listed below:

1. Does the applicant have historical experience undertaking the proposed activity? What were the results?
2. Does the applicant have experience with CDBG or other Federal programs? Has the applicant had a Single Audit (2 CFR 200) completed within the last two years?
3. Do the applicant and prospective staff understand the additional requirements associated with Federal funding?
4. Does the applicant have qualified staff in place for all components and necessary functions associated with the proposed activity? Is there adequate staff time available?
5. Does the applicant possess adequate administrative structures, management systems, and policies & procedures?
6. Does the applicant possess adequate financial stability? Will the applicant be primarily dependent upon CDBG funding?

CITIZEN PARTICIPATION PLANS AND VIRTUAL PUBLIC HEARINGS

During the period when national, state, and/or local health authorities recommend social distancing and limiting public gatherings for public health reasons, in-person public hearings are not possible. Local governments may amend the Citizen Participation Plan to meet public hearing requirements with virtual public hearings. *A copy of the amended Citizen Participation Plan must be submitted with the CDBG-CV application.* Additionally, the virtual hearings must provide reasonable notification and access for citizens in accordance with the grantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses. Grantees must record and retain documentation of all virtual hearings, outreach efforts, and public comments.

PUBLIC HEARINGS

To meet the minimum requirements for citizen participation during the application phase, the applicant must hold **two public hearings** to obtain citizens' comments prior to its submission to REDD. Two public hearings are required to be held by the unit of local government during the application process and prior to the submission of the application. Both hearings must be advertised as described in the applicant's Citizen Participation Plan. The timing of the hearing notices must follow CDBG-CV regulatory requirements, including publication not less than 5 days before the date of the hearing.

The first public hearing should be held at the beginning of the application process. The notice should provide enough information about the project(s) to allow citizens to be able to provide input. The first public hearing is required at least once every twelve months (or prior to submission of an application) to discuss and receive feedback on housing, community and economic development needs.

The second notice of public hearing to obtain citizens' views must also contain a description of the proposed activities to be carried out, including the amount of the funding request and total cost of the activities. *Please note special economic development projects must also include the name of beneficiary company(ies), the number of jobs to be created and/or retained, and the percentage of total cost of the project that will be financed with CDBG funds the dollar amount of CDBG funds for the project(s).* The second public hearing must be conducted by the governing board of the applicant. **The second public hearing should be held after the application is drafted but prior to its submission to REDD.**

A publisher's affidavit of the notices and minutes of the hearings signed by the local government clerk must be submitted to REDD as a part of the application and/or Funding Approval, if awarded.

COMPLIANCE REQUIREMENTS

The local government is responsible for conformity with all Federal and State regulations governing the CDBG program. **NC CDBG-CV Program** applicants must comply with federal regulations and certify that, if funded, they will comply with all applicable laws and requirements in the **NC CDBG-CV Program** grant. Please refer to the Federal Certifications and State CDBG Regulations in the application for specific details. If you have questions about the documentation needed, please contact the **NC CDBG-CV Program** Grants Management Representative (GMR) for assistance.

Per the Housing and Community Development Act of 1974, as amended, the CDBG program has certain federal and state requirements that must be met. Local government project administrators should be familiar with the Act, along with rules published in the Federal Register of November 9, 1992 under 24 CFR Part 570. NC Administrative Code requirements of 4 NCAC Subchapter 19L (NC Community Development Block Grant Program) must also be met.

It is important that applicants understand the commitment they will be undertaking with a CDBG grant. This description of requirements and responsibilities of grantees should be read carefully. Please contact REDD Staff with any questions regarding federal program regulations. The following list is intended to provide local government and business CDBG program participants with a brief list of basic federal and state administrative requirements for compliance areas that must be addressed.

1. Conflict of Interest

Per 24 CFR Part 570.489 (h), the following people or their immediate family members shall not have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the grant during their tenure or for one year thereafter: 1) employees or agents of the recipient who exercise any function or responsibility for the CDBG project, and 2) officials of the recipient including members of the governing body. The applicant will be asked to determine if a potential conflict exists. Questions regarding this item are in the program application. Please note that sub-recipients must comply with these regulations as well. Consult with REDD Staff regarding conflict of interest questions or North Carolina Community Development Block Grant Program Regulations (4NCAC 19L.Section.0914).

2. Citizen Participation *(Important Note: Please see Citizen Participation and Virtual Hearings above.)*

Applicants must certify in the application that they are following a written citizen participation plan that provides for access to information and participation in all stages of the project. This includes proper advertising of public hearings, and timely access to meetings, information, and records related to the project. In addition to a minimum of two public hearings before submitting a final application, a third hearing is required prior to the formal close out of a grant after completion of all project activities.

Applicants must certify in their application that they are following a detailed citizen participation plan which provides for and encourages citizen participation at all stages of the project, from initial design and application through implementation and closeout.

This plan must provide for reasonable and timely access to meetings, information, and records; provide technical assistance to groups representative of low and moderate-income persons that request assistance; provide for public hearings at all stages of the community development program; provide timely written answers to written complaints; and provide for the needs of non-English speaking persons.

To meet the minimum requirements for citizen participation during the application phase, applicant must hold a public hearing to obtain citizens' comments at the beginning of the application process, and another hearing after the application is drafted but, prior to its submission to REDD. Public hearing notices must be advertised as described in the grantee's approved Citizen Participation Plan. **The notice must be published at least 5 days before the date of the hearing.**

The notice of public hearing to obtain citizens' views after the application has been prepared, but prior to its submission to REDD, must also contain a description of the proposed project(s), including proposed project location, activities to be carried out, and total costs of activities. The governing board of the applicant must conduct the public hearings.

Note: Local governments must also provide citizens, especially residents of proposed project areas or ones whose homes will be included, an adequate opportunity to participate in the planning and development of CDBG applications beyond the public hearing requirements described above.

Examples of actions applicants may take to ensure adequate citizen participation in the application stage includes, meeting with community groups and leaders prior to public hearings, holding informational meetings for those citizens whose homes will be affected by the project and distributing notices of meetings and public hearings directly to them. Applicants may also choose to distribute public hearing notices to local community action agencies, legal services offices, and other public and private organizations.

Please note that the applicant certifies in the application Certification Form that it is following the requirements described in the first paragraph of this section for ensuring citizen participation, and that it will adopt a detailed written Citizen Participation Plan that includes these requirements if, the project receives the grant award. Applicants should refer to 4 NCAC 19L Section .1002(c) and (d) for information regarding the development and implementation of this plan.

If awarded, the grantee must have documentation on file of compliance with citizen participation requirements in the application process, 4 NCAC 19L.1002(b): publisher's affidavits of notices for and minutes signed by the town or county clerk of the two required public hearings.

3. Program Income

Program income resulting from the CDBG-CV project may be retained at the local level with written approval the written plan from REDD. For example, program income will result from loan repayments or the sale of assets purchased with CDBG-CV funds. Prior to expenditure of program income, the applicant must have a plan for reuse of program income approved by REDD.

4. Administration of Project

If awarded, the grantee must meet minimal levels of supervision in implementing the project as follows:

- (a) Administrators of the project will give written status reports to the elected board at a minimum quarterly.
- (b) At least two persons from the local government will review invoices and requests for payment to ensure accuracy and to ensure costs are allowable.
- (c) The local government manager reviews and signs off on all project reports.
- (d) All project files will be maintained at the local government offices and made available to citizens during regular business hours.

5. Audits/Compliance

CDBG-CV grantees expending \$25,000 or more in a fiscal year are **required** to have funds audited for the **CDBG-CV** program. **CDBG-CV** funds can be used to pay for the **CDBG-CV** portion of the audit provided the grantee has expended \$500,000 or more in the fiscal year in total federal awards (CDBG and other federal funds). If the grantee has expended less than \$500,000 in total federal awards, the grantee may budget local funds in the administrative line item in the **CDBG-CV** application to pay for the **CDBG-CV** portion of the audit and claim the local administrative funds as local commitment.

6. Costs Associated with Preparation of the CDBG-CV Application

Applicants that receive REDD funding approval for project(s) may charge the cost of application preparation to a current program if, procurement procedures consistent with 24 CFR 85.36 are followed. No more than \$3,500 may be charged to the **CDBG-CV** program for the preparation of the application.

7. Procurement

The grantee must have a written Procurement Policy that meets the requirements specified in **2 CFR, Part 200.317-200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. The procurement procedures must reflect applicable State and local laws, should promote free and open competition, and describe efforts to encourage minority and female owned businesses to submit bids/proposals. Grantees must contract for the procurement of goods, services, and construction projects including design services. **CDBG-CV** grantees must enter procurement solicitation for any contract over \$25,000 in the Statewide Interactive Purchasing System (IPS) as well as provide the information to the REDD Compliance Office. All notices must be posted in IPS at least three days before the procurement process begins. Only the local government must set-up in IPS to post solicitation documents electronically. The process takes 15 minutes. The local government should contact N C Department of Administration at (919) 807-2425 or www.ips.state.nc.us for information. The use of IPS will be added to the program compliance monitoring process. Grantees must also ensure compliance with 24 CFR 85.36 Procurement Process in addition to the IPS requirement.

8. Equal Opportunity

Applicants are required to ensure that **CDBG-CV** aided projects comply with equal opportunity and nondiscrimination laws and that people in protected categories are not excluded from project participation.

Applicants are required to take into consideration equal opportunity and non-discrimination laws in designing **CDBG-CV** programs to ensure that people in protected categories are not excluded from participation, denied the benefit of, or subjected to discrimination under any program or activity funded in whole or in part with **CDBG-CV** funds. The recipient of **CDBG-CV** funds must describe the actions it will take annually for each year the grant is open in the areas of enforcement, education and in the removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.

9. Fair Housing

Recipients of **CDBG-CV** funds will be required to comply with fair housing and non-discrimination laws and regulations. Applicants should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. will be required to submit a Fair Housing Plan for the municipality and/or county. Applicants with 10,000 persons or more will be required to complete an

Analysis of Impediments to Fair Housing Choice Study. For each year that a **CDBG-CV** project is active, a recipient must describe the actions it will Applicants take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. For guidance for developing a Fair Housing Plan, grantees will refer to REDD Bulletin 10-25 (or any subsequent replacement versions) and the Implementation Notebook.

10. Language Access Plan (LAP)

As recipients of federal financial assistance, grantees have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that recipients take responsible steps to ensure meaningful access by LEP persons. Applicants will be required to submit a Language Access Plan using the approved recommended template from REDD. The plan will be submitted for municipality and or county using the thresholds established by REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

11. Local Economic Benefit (Section 3)

Section 3 of the Housing and Urban Development Act of 1968, as amended, contains requirements governing programs providing direct financial assistance to public recipients and related contractors (or subcontractors).

For each year that a **CDBG-CV** project is active, a recipient must describe a strategy whereby opportunities in employment and procurement arising out of a **CDBG-CV** assisted project are identified and made available to low income residents within the **CDBG-CV** assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts of at least \$100,000 per contract, and (3) education of low-income residents within the **CDBG-CV** assisted area about the components and opportunities of the program. **Once applicants are awarded funds, recipients will be required to submit a Section 3 Plan using the approved REDD template. In addition, applicants will be required to coordinate additional activities as it relates to Section 3 with the REDD Compliance Section.**

12. Environmental Review

Recipients of **CDBG-CV** funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58 and the NC State Environmental Policy Act and complete an Environmental Review Record (ERR). Do not submit the Environmental Review Record (ERR) with the application. Please follow procedures outlined in REDD's Environmental Technical Assistance Handbook. Copies of the ERR can be secured from REDD. 24 CFR Part 58 (Environmental Regulations) require certain notices to be prepared and published by the local government applicant. This procedure is described in 24 CFR 58.40-47 and requires certain time periods to be allowed for public comment. REDD must receive evidence of the publication of these notices as well as a Request for Release of Funds and Environmental Certification. Upon REDD determination that the public comment periods have elapsed, REDD will issue a letter approving the release of funds. No CDBG funds for non-administrative activities will be released prior to the date of issuance of the letter approving the release of funds. Compliance Staff should be contacted concerning questions with the environmental review process.

13. Floodplain

Recipients must provide REDD with a certification on official letterhead (Local Government entity/municipality) signed by the CEO stating that the project area is not in a floodplain; or with certification that the recipient participates in the floodplain insurance program, all properties assisted in the project will be covered for floodplain insurance prior to beginning construction of the property, and all public facilities will be constructed to comply with the applicable floodplain regulations.

14. Section 504 of the Rehabilitation Act of 1973

The local government applicant must complete a Self-Evaluation plan and Transition Plan (if required) as required by Section 504 to ensure that it does not discriminate by reason of a person's disability.

Recipients of **CDBG-CV** funds are required to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the HUD implementing regulations at 24 CFR, Parts 8 and 9. The requirements of Section 504 apply to any recipient of federal **CDBG-CV** funds for any program or activity carried out directly or through another recipient, successor, assignee, or transferee.

The Grant Agreement will require recipients to complete the Section 504 Survey and Transition Plan, covering policies, practices and physical accessibility and notify affected persons that it does not discriminate on the basis of handicap. (The latter notification action is a requirement if the recipient has 15 or more employees.) This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a **CDBG-CV** assisted project.

15. Residential Anti-Displacement and Relocation Assistance Plan

A plan for residential anti-displacement and relocation must be documented or submitted with the application. All occupied and vacant occupiable low and moderate-income dwelling units demolished or converted to a use other than as low/moderate income housing must be replaced within three years of the commencement of the demolition or rehabilitation related to the conversion.

Once **CDBG-CV** funds are awarded, recipients must have a plan to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner. Compliance with the plan must be documented, including the information made public and the means used to make it public.

The plan must include a description of the activity, a location map, a time schedule, dwelling data on target and replacement homes, funding sources, a schedule for replacement or relocation and the basis for concluding that replacement dwellings will remain low-moderate income for at least 10 years. A guide form for developing the plan should be obtained from REDD once an award is received.

NOTE: Due to potential changes regarding compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Section 104 (d) of the Housing and Community Development Act, potential projects involving acquisition, relocation, and demolition will be reviewed closely by REDD.

When or if it is unclear as to whether the "contiguous lots" criterion is applicable, REDD will request a determination from HUD officials. Grantees are responsible for initiating the request with REDD and should allow 45 days for a reply.

16. Americans with Disabilities Act (ADA)

State and local governments are required to comply with the provisions of Title I of the Americans with Disabilities Act (ADA) which protects qualified individuals with disabilities from discrimination in all state and local government programs and activities including employment.

Governments with 25 or more employees were subject to the law after July 26, 1992, and governments with 15 or more employees after July 26, 1994. If a government is not covered by Title I of the Act, Section 504 of the Rehabilitation Act of 1973 applies. All governments receiving federal financial assistance will continue to be covered by Section 504. REDD will continue to monitor for only Section 504 compliance until otherwise required by HUD.

17. Lead-Based Paint Hazards

Projects involving rehabilitation of residential structures require compliance with the federal Lead-Based Paint Hazard Reduction Act of 1992 and the "Lead-Based Paint Hazard Reduction Guidelines" issued November 1, 1993 by REDD. While residential structures are not likely to be involved with most **CDBG-CV** projects, local government grantees are advised to determine state and county health requirements if there is any rehabilitation or demolition of structures that are likely to have lead-based paint present.

18. Reporting

Provide an update on the status of project activities, jobs created, and financial expenditures. REDD will expect participants to share their success stories with REDD. REDD requests copies of all published press articles, TV coverage, scheduled ribbon cuttings, and other events and milestones. Periodic photographs should document project stages, training, events and successes.

An Annual Performance Report (APR) is due at the close of each calendar year and an annual financial audit of the CDBG program is due at the close of each fiscal year in which at least \$25,000 in CDBG funds were received. The audit may be performed in conjunction with the regular independent audit of the recipient and will contain an examination of all financial aspects of the CDBG program as well as a review of the procedures and documentation supporting the recipient's compliance with applicable statutes and regulations. A Final Performance Report and audit will be required prior to grant closeout.

19. Monitoring

REDD will monitor the project through mechanisms, including review of quarterly and annual reports received from the grant recipient, through phone/email/letter correspondence, through receipt of all published press articles about the project as provided to REDD by the local government, and through on-site monitoring visits.

REDD staff will notify the grantee at least 30 days before on-site monitoring visits and the monitoring forms are located on the website. Complete the monitoring forms per the approved application activities and have the prepared forms ready for the monitoring visit. Any performance findings or administrative concerns resulting from the monitoring review must be mutually resolved before a grant can be formally closed.

20. Financial Management Requirements

REDD will monitor the grantee to determine compliance with the financial management requirements. The review will determine if records are maintained in compliance with 2 CFR, Part 200-UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and other State of North Carolina requirements. This monitoring is performed through desktop audit and at each on-site visit. Typically, ledgers, invoices, canceled checks, bank statements

and requisitions are reviewed to see that the grantee has an adequate system of financial management. REDD staff may also make specific requests to review information or documentation relating to financial management of a grant.

21. SAM.gov Registration

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 mandates specific reporting requirements for recipients of federal funds. Grants Administration is required by FFATA to submit information to the Office of Management and Budget (OMB) through an electronic Sub Award Reporting System (FSRS) on all grant awards greater than \$25,000 which are awarded on or after October 1, 2010.

In July 2012, the General Services Administration (GSA) combined the Central Contractor Registration (CCR/Fed Reg), Online Representations & Certifications Application (ORCA) and the Excluded Parties List System (EPLS) into one main contractor database. This database was named System for Award Management or better known as the SAM registration.

Since REDD is required to report information as a part of FFATA for grants awarded after October 1, 2010, the SAM.gov registration will be required prior to submission of a **CDBG-CV** application. Once obtained, the SAM.gov registration must be updated or renewed at least once a year. Rural Economic Development staff will monitor for compliance with this requirement.

22. Use of NC Licensed Professionals

While not mandatory, REDD strongly recommends the use of North Carolina licensed professionals on all projects. This includes housing inspectors, electricians, HVAC installers and repairers, plumbers, and general contractors. However, it is important to note that bids and dwellings that are \$30,000 and greater can ONLY BE ACCEPTED BY A LICENSED GENERAL CONTRACTOR, licensed by the State of North Carolina per Article 1 of Chapter 87 of the General Statute.

23. Other Requirements and Attachments

Recipients will also be required to comply with any subsequent requirements issued by HUD and/or Rural Economic Development Division. Consult the Required Attachments section in the application. Please note that if key items are not submitted with the application, it will be returned to the local government.

APPLICATION PROCESS AND SUBMISSION REQUIREMENTS

REDD will accept applications on a first-come, first-served basis beginning Tuesday, September 1, 2020. Applications may be hand-delivered, mailed through the U. S. Post Office, or delivered by private and overnight delivery companies such as UPS, Fed Ex, etc. The **NC CDBG-CV** Program Manager is available should you have questions.

Deliberate Misrepresentation of Information (commonly called fraud)

Applications will be reviewed based on the information and numbers given by the applicant whose chief elected official has certified the correctness of the contents. ***Any determination that deliberates misrepresentation (or fraud) has occurred will result in the disqualification of the applicant and/or the rescission of a grant at any point from the award to closeout.***

Applicants must submit two (2) complete originals of the application. Both applications must have the original signature of the chief elected official on the Application Summary Form and any other documents that require official signatures.

| | |
|---|--|
| <p>If using the U. S. Postal Service, mail to: Valerie D. Moore, Section Chief Rural Economic Development Division/ State CDBG Program NC Department of Commerce 4346 Mail Service Center Raleigh, N.C. 27699-4346</p> | <p>If using overnight or in-person delivery, deliver to: NC Department of Commerce Rural Economic Development Division/ State CDBG Program 301 N. Wilmington Street, 4th Floor Raleigh, N.C. 27699-4346</p> |
|---|--|

PROGRAM CONTACT

For technical assistance please contact the **NC CDBG-CV** Program Manager:

Valerie D. Moore, CDBG Section Chief

E-mail: valerie.moore@nccommerce.com

Telephone: (919) 814-4673 (Office) (919) 414-7864 (Mobile) Fax: (919) 715-0096

SAMPLE Citizen Participation Template

CITIZEN PARTICIPATION PLAN

This plan describes how the Unit of Local Government (ULG) Name will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated Town official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the Type of ULG. The Type of ULG will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the Type of ULG and their comments considered prior to acting. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held, specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to Name of ULG Representative. He or She will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to The ULG Chief Elected Official. He or She shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year’s application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Unit of Local Government (ULG) Name. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the Type of ULG in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

The Unit of Local Government (ULG) Name will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location, and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radio stations and will be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the ULG Office during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the ULG Office consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals.

ADOPTED, this the _____ day of _____, 20 ____.

ULG Chief Elected Official

Town/City/County _____

ULG authorized signor

Town/City/County _____

SAMPLE RESOLUTION

RESOLUTION FOR THE TOWN/CITY/COUNTY OF _____ APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE _____ PROJECT

WHEREAS, the _____'s Board of Aldermen/Commissioners/Council has previously indicated its desire to assist in community development efforts for housing within the Town/City/County; and,

WHEREAS, the Board/Commissioners/Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit (_____); and,

WHEREAS, the Board/Commissioners/Council wishes the (Town/City/County) to pursue a formal application for Community Development Block Grant funding to benefit (_____); and will invest monies in the amount of [[insert] % cash match amount] into the project as committed to in the application.

WHEREAS, the Board/Commissioners/Council certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the (Town/City/County's) Board of Aldermen/Commissioners/Council that the (Town/City/County of) is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant to benefit (_____).

Adopted this the __ day of _____, 20__ in _____, North Carolina.

Mayor/Chairman

ATTEST:

Clerk to the Board

APPLICATION

NC CDBG Coronavirus (CDBG-CV) APPLICATION CHECKLIST

Use the following checklist as the table of contents for the **CDBG-CV** application. Make sure all the required items are included. If any one of the required items is not included, the application will not meet threshold nor be approved for funding.

A. Application Submission Requirements and Process Adherence

- Applicant must be an eligible non-entitlement general unit of local government.
- Applicants must submit **two (2) complete originals** of the application.
- Applications must be submitted to REDD in a **three-ring binder** organized with tabs.
- Application Summary Form and all forms requiring official signatures must appear in both applications, complete, and have the original signature of the chief elected official or another documented authorized certifying officer.
- Applications may not be submitted to REDD before **Tuesday, September 1, 2020**.
- The proposed project may address the **Urgent Need National Objective; however, at least 51% low-to moderate persons must benefit for public services and public facilities and 70% low-to-moderate income persons must benefit from special economic development projects.**
- The **NC CDBG-CV** funding request must not exceed **\$900,000**.
- Neither applicant nor any of its critical partners can appear on the Federal or State Suspension of Funds List/Debarment List.
- Applicant must clearly select one or more of the **NC CDBG-CV** activity categories.

Note: The NC CDBG-CV Program is an urgent needs program; therefore, a waiver is not required by the NC Department of Commerce if current funding request exceeds \$1,250,000 in applications for local governments in any of the CDBG categories and demonstration programs.

B. Required Attachments for NC CDBG-CV Projects

| ITEM | TAB LOCATION |
|--|--------------|
| DOCUMENTATION OF SYSTEM FOR AWARD MANAGEMENT - SAM.GOV REGISTRATION <input type="checkbox"/> INITIAL <input type="checkbox"/> ANNUAL UPDATE (Please submit/attach a printout of the SAM.gov Registration Information) | |
| PROJECT DESCRIPTION | |
| SOURCES AND USES OF FUNDS | |
| PROJECT BUDGET | |
| NC CDBG-CV BENEFIT: LOW & MODERATE INCOME | |
| COMMUNITY DEVELOPMENT PLAN | |
| CONFLICT OF INTEREST FORM-CHECKLIST | |
| FEDERAL REQUIREMENTS: <input type="checkbox"/> A. FEDERAL CERTIFICATIONS <input type="checkbox"/> B. DISCLOSURE REPORT FOR APPLICANTS REQUESTING \$200,000 OR MORE. (NOTE: Not required for applicants requesting less than \$200,000 in CDBG funds and not using other Federal assistance.) | |
| DISCLOSURE REPORT | |
| STATE CDBG PROGRAM REQUIREMENTS: <input type="checkbox"/> A. REGULATIONS SIGNED AND DATED BY AUTHORIZED OFFICIAL <input type="checkbox"/> B. DISCLOSURE OF CIVIL RIGHTS COMPLAINTS/LAWSUITS SIGNED AND DATED BY CHIEF ELECTED OFFICIAL | |
| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS | |
| FLOOD PLAIN CERTIFICATION: Submit a letter or statement on the local government's letterhead stating the relationship of the site to designated flood zones. Recipients must provide REDD a certification signed by the Chief Elected Official stating that the project area is not in a floodplain; or with certification that the recipient participates in the floodplain insurance program, all properties assisted in the project will be covered for floodplain insurance <i>prior</i> to beginning construction of the property, and all public facilities will be constructed to comply with the applicable floodplain regulations. | |
| IMPLEMENTATION SCHEDULE FORM (2 originals – one per application) | |
| HUD IDIS: ACCOMPLISHMENTS & BENEFICIARIES FORM (Form is also on www.nccommerce.com .) | |
| THREE REQUIRED MAPS: <input type="checkbox"/> Location Map must show the applicant's jurisdiction. Major highways and roads must be shown drawn to scale. The applicant must label the map, include a legend, and place a boundary line around areas of minority concentrations and of low-and-moderate income families. <input type="checkbox"/> Project Map must include the location of all project activities. It must also show all units bordering the project area whether they are part of the project activities. Commercial units such as shopping centers must also be labeled. Mark all existing and proposed public infrastructure on one map to indicate the relationship of public infrastructure to units to be constructed. The map must be to scale and include a legend. | |

| | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Low-Moderate Income Map must illustrate the distribution/concentration of low-moderate income persons in the jurisdiction. | |
| <p>LETTERS OF COMMITMENT, CONDITIONAL COMMITMENT, AND EVIDENCE OF FUNDING APPLICATION from all other (i.e., non-CDBG) sources of funds and/or resources.</p> | |
| <p>CAPACITY, EXPERIENCE, AND ORGANIZATIONAL STRUCTURE</p> <ul style="list-style-type: none"> <input type="checkbox"/> List of Names and Duties for the Local Government Staff for the Proposed Project and Other Essential Players <input type="checkbox"/> Resume for each identified person associated with the proposed project <input type="checkbox"/> Organizational Chart Identifying the Reporting Relationship and/or Interaction Among Key Players for the Proposed Project <input type="checkbox"/> Chart of Previous CDBG or other federal or state experience relevant to the proposed project. List project name, CDBG funding amount, program category, and brief description. | |
| <p>RESOLUTION TO SUBMIT CDBG-CV APPLICATION AND EVIDENCE OF THE FIRST OF TWO REQUIRED PUBLIC HEARINGS. Provide copies of the Board/Council Resolution to Apply, posted Public Hearing Notices, Certified Meeting Minutes for both Public Hearings, and evidence outreach efforts to inform the public of each public hearing. The outreach efforts must be conducted as noted in the Citizen Participation Plan.</p> | |
| <p>APPRAISALS are required for all CDBG-CV land acquisition activity only.</p> | |
| <p>PHOTOGRAPHS TO DOCUMENT EXISTING CONDITIONS</p> | |
| <p>DUPLICATION OF BENEFITS POLICY AND PROCEDURES</p> | |
| <p>PLAN TO MINIMIZE RESIDENTIAL DISPLACEMENT AND TO PROVIDE RELOCATION ASSISTANCE TO DISPLACED CITIZENS IN A TIMELY MANNER</p> | |
| <p>ALL SPECIAL ECONOMIC DEVELOPMENT PROJECTS MUST PROVIDE THE FOLLOWING BELOW:</p> | |
| <ul style="list-style-type: none"> <input type="checkbox"/> Employee Profile (<i>Complete one per business included in the project.</i>) <input type="checkbox"/> Current NCUI 101 (<i>Required for expansion/retentions projects. For form, see https://des.nc.gov/need-help/forms-and-documents</i>) <input type="checkbox"/> Articles of Organization/Incorporation or related-business incorporation documents. <input type="checkbox"/> Legally Binding Commitment (<i>Complete one per business included in the project.</i>) <input type="checkbox"/> Private Company Commitment Form (<i>Complete one per business included in the project.</i>) <input type="checkbox"/> Limited Waiver of Confidentiality (<i>Complete one per business included in the project.</i>) <input type="checkbox"/> Performance Indicators Form (<i>Complete for the entire project.</i>) | |
| <p>ALL PROJECTS WITH NEW CONSTRUCTION AND SUBSTANTIAL REHABILITATION REGARDLESS OF FUNDING STREAM MUST PROVIDE THE FOLLOWING BELOW:</p> | |
| <ul style="list-style-type: none"> <input type="checkbox"/> 10-Year Minimum Operating Pro forma <input type="checkbox"/> Cost Estimates <input type="checkbox"/> Site and Architectural Plans and Renderings: Attach one copy each of site and architectural plans for the proposed project. Identify any unit features designed to serve populations with special housing needs (e.g., persons with disabilities, the elderly, large families, etc.) | |

APPLICATION SUMMARY - NC CDBG CORONAVIRUS (CDBG-CV) PROGRAM

| | | | |
|--|--------------------------|--------------------------|---|
| 1. Applicant's name | | | 2. Date |
| a. Mailing Address | | | <input type="checkbox"/> Original dated: ____/____/____ <input type="checkbox"/> Amendment dated: ____/____/____ |
| b. City and Zip Code | | | |
| c. County | | | |
| d. Contact Person | | | |
| e. Telephone Number | | | |
| f. Fax Number | | | |
| g. e-mail address | | | |
| h. DUNS Number | | | |
| 3. Preparer's Name | | | c. Telephone Number |
| a. Firm's Name | | | |
| b. Mailing Address | | | |
| c. City and Zip Code | | | f. Fax Number |
| d. e-mail address | | | |
| 4. Developer's Name | | | c. Telephone Number |
| a. Mailing Address | | | |
| b. City and Zip Code | | | a. Fax Number |
| 5. Development Name | | | |
| a. Street Address | | | |
| b. City and Zip Code | | | |
| c. Ownership Entity | | | |
| 6. Program Category | 7. Project Number | 8. Project Name | 9. CDBG-CV Funds Requested |
| CV | 1 | | \$ |
| 10. Certification by the Chief Elected Official | | | |
| a) I certify that to the best of my knowledge and belief: <ol style="list-style-type: none"> 1. Data in this application is true and correct, 2. Opportunities have been provided for citizen participation and access to information concerning the proposed activities, 3. This document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached certifications and state standards if the assistance is approved. b) I acknowledge that, if funded, this application is part of the Grant Agreement. | | | |
| a. Typed Name of Chief Elected Official ➤ | | | |
| b. Typed Title ➤ | | | |
| c. Signature ➤ | | | |
| d. Typed Date ➤ | | | |
| Date Received: | | For REDD Use Only | Application Number: |

NC CDBG-CV PROGRAM CATEGORY SELECTION FORM

AREAS OF FOCUS: *Check applicable area(s) of focus.*

- Support families and communities through telehealth support and public services.*
- Protect the most vulnerable and high-risk populations.*
- Assist small businesses with economic recovery.*
- Address testing, tracing, and trends.*

PUBLIC SERVICES: *Check applicable activities.*

| Public Service | Description |
|--|--|
| <input type="checkbox"/> Subsistence Payments | Provide up to three months emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Utility payments to prevent service disconnection and rent/mortgage payments to prevent eviction. Local governments may partner with a non-profit service provider such as United Way. |
| <input type="checkbox"/> Employment Training | Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community. |
| <input type="checkbox"/> Testing and Diagnosis | Provide testing, diagnosis, or other services at a fixed or mobile location. |
| <input type="checkbox"/> Equipment, Supplies, and Materials | Provide equipment, supplies, and materials necessary to carry-out a public service. |
| <input type="checkbox"/> Food Distribution | <u>Meal Delivery:</u> Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. <u>Food Bank/Pantry Services:</u> Provide support to food banks and food pantries. |
| <input type="checkbox"/> Health Services | Increase the capacity and availability of targeted health services for infectious disease response within existing health care facilities. |
| <input type="checkbox"/> Mental Health Services | Increase the capacity and availability of targeted mental health services for individuals and families impacted by Coronavirus. |
| <input type="checkbox"/> Broadband and Communications Support | Provide broadband services inclusive of internet access and hardware/software purchases to connect individuals to jobs, schools, financial institutions, and healthcare providers. |
| <input type="checkbox"/> Services for Special Needs Populations such as seniors, youth age 13-19, and disabled/handicapped | Provide services for special needs populations that prevent, respond to, or prepare for COVID-19. Applicants must contact the CDBG-CV Manager for approval prior to submitting the application. |
| <input type="checkbox"/> Other (Please describe in the description box to the right.) | |

PUBLIC FACILITIES AND IMPROVEMENTS: *Check applicable activities.*

Note: Public Facilities are required to be owned by the local unit of government. However, Non-profits may also own and operate the building if the building is open to the general public. Also, the local government will need to have lien on the property and Legally Binding Commitment which includes the applicable contract provisions.

| Public Facility Activity | Description |
|---|--|
| <input type="checkbox"/> Acquisition, <input type="checkbox"/> Construction, <input type="checkbox"/> Reconstruction, or <input type="checkbox"/> Installation of public works, facilities, and site or other improvements | Health Facilities may be created/supported by: <ul style="list-style-type: none"> • Constructing a testing and diagnosis, or treatment facility. • Rehabilitate a community facility to establish an infectious disease treatment clinic. • Acquiring and rehabilitating, or constructing, a group living facility that may be used to centralize patients undergoing treatment. |
| <input type="checkbox"/> Rehabilitation of building and improvements (including interim assistance) | Rehabilitate a commercial building or closed school building to establish an infectious disease treatment clinic Acquire, and quickly rehabilitate (if necessary) a motel or hotel building to expand capacity of hospitals to accommodate isolation of patients during recovery. Make interim improvements to private properties to enable an individual patient or frontline health care workers to remain quarantined on a temporary basis. |
| <input type="checkbox"/> Broadband and Communications Support | Provide broadband services inclusive of infrastructure development, internet access, wiring, and hardware and software purchases to connect individuals to jobs, schools, financial institutions, and healthcare providers. |

SPECIAL ECONOMIC DEVELOPMENT ASSISTANCE: Check applicable activities.

Proposed projects are subject to **CDBG-CV** cost per job limits and the limit for this project is \$85,000 per full-time job or less. For example, a \$850,000 grant must result in the creation of at least 10 new jobs [\$850,000 grant total/\$85,000 per job = 10 jobs created]. At least 70% of the jobs must go to LMI persons. In other words, out of 10 jobs, 7 must go to LMI persons.

| Economic Development Activity | Description |
|--|---|
| <input type="checkbox"/> Small Business and Microenterprise Assistance | Provide grants to support new businesses or business expansion to create jobs and manufacture medical supplies necessary to respond to infectious disease. Avoid job loss cause by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low-to-moderate income persons. Provide financial assistance to for-profit businesses to acquire property, build, expand, or rehabilitate a building, lease space to operate, or purchase equipment, or provide operating capital. |

| | |
|--|---|
| | Retrofit workspaces for for-profit businesses to promote social distancing. |
| <input type="checkbox"/> Microenterprise Assistance is defined as a commercial enterprise that has <u>five or fewer employees</u> , one or more of whom owns the enterprise. | Provide technical assistance and grants to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine. |

PROJECT DESCRIPTION- NC CDBG-CV

The project description must contain the following information and should answer the following questions. Limit total responses to 4 pages.

Project Title:

Project Overview:

The applicant must provide a summary of the proposed project.

1. Provide a description of the proposed activity or activities and explain how each addresses the health and/or economic impact of COVID-19 in your community. Specifically state how the activity prevents, responds to, prepares for the Coronavirus.
2. What is the proposed scope of this project?
3. What area(s) of focus for the **CDBG-CV Program** are most applicable to the proposed project?
4. How will this be done?

Partners:

1. Who are the project partners and explain the significance of the project partners and how their involvement will bolster the success of the project? Partnerships are strongly encouraged.
2. What will be the level of effort and cost of these services? Include local match and in-kind services in the description. A match is not required under this program but, it will be favorably considered during the evaluation process. **NOTE: Be sure the costs that are discussed here align with the proposed budget submitted with this application.**

Expected Results and Outcomes:

1. What are project objectives and desired outcomes? Be specific, action-focused, achievable within grant period, realistic, and time-bound.
2. How does the project spur economic and community development growth?
3. Attach the Accomplishment and Beneficiaries form for each **NC CDBG-CV** activity except planning and administration.

Project Administration and Capacity:

1. What is the applicant’s administrative capacity to manage the grant financially and to comply with CDBG-CV program requirements?

2. What is the relationship between the applicant and other participants, other local governments, public and private sector organizations? Are they committed to the project? (Include letters of support, as applicable).
3. Who will oversee and coordinate the project and how will parties be selected to carry out funded work?
4. List the key players for the local government and partners to carry out the project. Include an organizational chart, a description of duties for each player's, and a resume.

Businesses:

1. Explain the disruption experienced due to the Coronavirus.
2. Provide evidence of viability before the COVID-19 pandemic.
3. Provide at least one-year business operations and at least one-year tax returns.
4. Provide evidence that federal and state taxes are current or a payment plan.
5. Provide evidence that the business has 100 or fewer employees. State the total number of employees prior to disruption and the number of full-time jobs to be created and/or retained.
6. Provide process to have the benefitting employee self-certify current income. Please note all employees must certify low-to-moderate income status as an individual, not household. The amount must appear in the certification.

5. SOURCES AND USES OF FUNDS CHART

| Sources | CDBG-CV | Local Gov't | Other Source 1 | Other Source 2 | Total |
|--------------------------------|---------|-------------|----------------|----------------|-------|
| Uses | | | | | |
| 1. Acquisition | | | | | |
| 2. Administration | | | | | |
| 3. Architectural Barriers | | | | | |
| 4. Clearance Activities | | | | | |
| 5. Code Enforcement | | | | | |
| 6. Disposition | | | | | |
| 7. Fire Protection | | | | | |
| 8. Flood & Drainage | | | | | |
| 9. Historic Preservation | | | | | |
| 10. Machinery & Equipment | | | | | |
| 11. Neighborhood Facility(ies) | | | | | |
| 12. Other Activities | | | | | |
| 13. Other Public Facilities | | | | | |
| 14. Parking Facilities | | | | | |
| 15. Parks & Playgrounds | | | | | |
| 16. Pedestrian Improvements | | | | | |
| 17. Planning | | | | | |
| 18. Public Services | | | | | |
| 19. Public Utilities | | | | | |
| 20. Rehabilitation-Private | | | | | |
| 21. Rehabilitation-Public | | | | | |
| 22. Relocation Assistance | | | | | |
| 23. Sr. Handicapped Centers | | | | | |
| 24. Sewer Improvements | | | | | |
| 25. Solid Waste Facility(ies) | | | | | |
| 26. Street Improvements | | | | | |
| 27. Water Improvements | | | | | |
| 28. Working Capital | | | | | |
| Total Uses | | | | | |

PROJECT BUDGET – NC CDBG-Coronavirus (CDBG-CV)

100620 BCC Meeting

| | | | |
|--|----------------------|-----------------------|--|
| 1. CDBG-CV Grant Amount Requested | | \$ | |
| 2. Other Funds (List here.) | | \$ | |
| 3. Total Project Resources | | \$ | |
| 4. Activity | 5. CDBG Costs | 6. Other Costs | 7. Total Project Costs (Columns 5 + 6 = Column 7) |
| a. Acquisition | | | |
| b. Disposition | | | |
| c. Public facilities and improvements | | | |
| 1. Senior and handicapped centers | | | |
| 2. Parks, playgrounds and recreation facilities | | | |
| 3. Neighborhood facilities | | | |
| 4. Solid waste disposal facilities | | | |
| 5. Fire protection and equipment | | | |
| 6. Parking facilities | | | |
| 7. Public utilities other than water and sewer | | | |
| 8. [Reserved] | | | |
| 9. Street improvements | | | |
| 10. Flood and drainage improvements | | | |
| 11. Pedestrian improvements | | | |
| 12. Other public facilities | | | |
| 13. Public sewer improvements | | | |
| 14. Public water improvements | | | |
| d. Clearance activities (i.e., reconstruction and temporary relocation expenses.) Clearance items should appear on line d. | | | |
| e. Public services | | | |
| f. Relocation assistance | | | |
| g. Construction, rehabilitation, and preservation activities | | | |
| 1. Construction or rehabilitation of commercial and industrial buildings | | | |
| 2. Rehabilitation of privately-owned dwellings (all rehabilitation of privately-owned dwellings activities should be included on this line item) | | | |
| 3. Rehabilitation of publicly owned dwellings | | | |
| 4. Code enforcement | | | |
| 5. Historic preservation | | | |
| h. Development financing | | | |
| 1. Working capital | | | |
| 2. Machinery and equipment | | | |
| i. Removal of architectural barriers | | | |
| j. Other activities | | | |
| SUBTOTAL | \$ | \$ | \$ |
| k. Planning (Included in 10% Cap minus Administration not to exceed \$3,500) | | | |
| l. Administration (10% cap of total Grant Amount Awarded) | | | |
| TOTAL | \$ | \$ | \$ |

Name of Applicant:

NC CDBG CORONAVIRUS: LOW AND MODERATE INCOME

Complete this form for all **NC CDBG-CV** activities.

| 1. Activity | Total No. of Persons Benefiting 2. | No. of Low-Income Persons Benefiting 3. | % of Low-Income Persons Benefiting 4. | No. of Moderate-Income Persons Benefiting 5. | % of Moderate-Income Persons Benefiting 6. | CDBG-CV Cost 7. | CDBG-CV Funds to Benefit Low Income Persons 8. | CDBG-CV Funds to Benefit Moderate Income Persons 9. | CDBG-CV Funds to Benefit Low- & Moderate-Income Persons 10. |
|--|---------------------------------------|--|--|---|---|--------------------|---|--|--|
| a. Acquisition | | | | | | | | | |
| b. Disposition | | | | | | | | | |
| c. Public facilities and improvements | | | | | | | | | |
| (1) Senior and handicapped centers | | | | | | | | | |
| (2) Parks, playgrounds and recreation facilities | | | | | | | | | |
| (3) Neighborhood facilities | | | | | | | | | |
| (4) Solid waste disposal facilities | | | | | | | | | |
| (5) Fire protection and equipment | | | | | | | | | |
| (6) Parking facilities | | | | | | | | | |
| (7) Public utilities other than water and sewer | | | | | | | | | |
| (8) [Reserved] | | | | | | | | | |
| (9) Street improvements | | | | | | | | | |
| (10) Flood and drainage improvements | | | | | | | | | |
| (11) Pedestrian improvements | | | | | | | | | |
| (12) Other public facilities | | | | | | | | | |
| (13) Public sewer improvements | | | | | | | | | |
| (14) Public water improvements | | | | | | | | | |
| d. Clearance activities | | | | | | | | | |

| NC CDBG-CV Benefit: Low and Moderate-Income Page 2 | | | | | | Name of Applicant: | | | |
|---|---------------------------------------|--|--|---|---|--------------------|---|--|--|
| 1. Activity | Total No. of Persons Benefiting 2. | No. of Low-Income Persons Benefiting 3. | % of Low-Income Persons Benefiting 4. | No. of Moderate-Income Persons Benefiting 5. | % of Moderate-Income Persons Benefiting 6. | CDBG-CV Cost 7. | CDBG-CV Funds to Benefit Low Income Persons 8. | CDBG-CV Funds to Benefit Moderate Income Persons 9. | CDBG-CV Funds to Benefit Low- & Moderate-Income Persons 10. |
| e. Public services | | | | | | | | | |
| f. Relocation assistance | | | | | | | | | |
| g. Construction, rehabilitation and preservation activities | | | | | | | | | |
| (1) Construction or rehabilitation of commercial & industrial buildings | | | | | | | | | |
| (2) Rehabilitation of privately-owned dwellings | | | | | | | | | |
| (3) Rehabilitation of publicly owned dwellings | | | | | | | | | |
| (4) Code enforcement | | | | | | | | | |
| (5) Historic preservation | | | | | | | | | |
| h. Development financing | | | | | | | | | |
| (1) Working capital | | | | | | | | | |
| (2) Machinery and equipment | | | | | | | | | |
| i. Removal of architectural barriers | | | | | | | | | |
| j. Other activities | | | | | | | | | |
| k. TOTAL | | | | | | \$ | \$ | \$ | \$ |
| <p>PROJECT INDIVIDUAL BENEFIT</p> <p>Column 10, Row k ()</p> <hr/> <p>X 100 =</p> <p>Column 7, Row k ()</p> | | | | | | | | | |

CORONAVIRUS (COVID-19) COMMUNITY DEVELOPMENT PLAN

The applicant must provide a narrative statement describing its community development and housing needs including the needs of low-and-moderate-income households in quantifiable terms as well as short and long-term activities to be undertaken to address these needs. Cite references used for statistical evidence. REDD will use this information to determine if the proposed project addresses community needs.

[The Community Development Plan must not exceed the three pages.]

1. What are the housing/community development needs in your jurisdiction?
2. What are the housing/ community development needs of low-and-moderate-income persons in your jurisdiction?
3. What are the water and wastewater needs of low-and-moderate-income persons in your jurisdiction?
4. What are other community needs of low-and-moderate- income persons in your jurisdiction (streets, drainage, non-basic needs, etc.)?
5. What activities does your community plan to undertake to address the need(s) identified in questions 1-4 above?
 - a. Why were these need(s) selected for this project instead of other identified needs?
 - b. If funded, what will be the impact of the project?
6. Explanation of how does this project relates to other activities (current and future) in the jurisdiction, including the development of industrial and/or commercial sites, installation of water and sewer lines and facilities, force main lines, streets, etc.?

DUPLICATION OF BENEFITS PLAN (Applies to all NC CDBG-CV Activities)

A copy of the duplication of benefits procedures must accompany the CDBG-CV application. Applicants must develop and maintain adequate procedures to prevent a duplication of benefits. Procedures must include persons/entities receiving CDBG-CV funds must repay duplicative assistance and a method to assess whether CDBG-CV funds will duplicate financial assistance that is already received or likely to be received by acting reasonably.

CONFLICT OF INTEREST CHECKLIST

To assist applicants with determining if a potential conflict of interest exists, as defined in 24 CFR Part 570.489 (h), please provide responses to the following questions. For any “yes” response, refer to Bulletin 10-8 for next steps.

1. Does any person involved with this potential **CDBG-CV** project have family or business ties with any of the local government elected officials or local government staff?
 Yes **No**, if yes, please describe.
2. Has any person involved with this potential **CDBG-CV** project requested or received an opinion about a potential conflict of interest from an attorney or from the North Carolina Ethics Commission?
 Yes **No**, if yes, please describe.
3. Does any person involved with this potential **CDBG-CV** project have an ownership interest in an entity that is directly affected by activities proposed in the application?
 Yes **No**, if yes, please describe.
4. Will any person involved with this potential **CDBG-CV** project derive any income or commission as a direct result of action taken by the local government elected board or its staff?
 Yes **No**, if yes, please describe.

FEDERAL REQUIREMENTS AND CERTIFICATIONS

The applicant hereby assures and certifies that:

- a) It will comply with all applicable federal and state laws, regulations, rules and Executive Orders.
- b) It possesses legal authority to apply for the grant, and to execute the proposed program.
- c) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the identified as the official representative of the applicant to act about the application and to provide such additional information as may be required.
- d) It is following a detailed, written citizen participation plan which will provide opportunities for citizen participation, hearings, and access to information with respect to its community development program that are comparable to those required of grantees under Section 104(a) of the Act and in accordance with Rule .1002 of the North Carolina Community Development Block Grant Administrative Rules.
- e) Its chief elected official or other officer of the applicant if assistance is approved by Rural Economic Development Division:
 - 1) Consents to assume the status of the “responsible Federal Official” as that term is used in Section 102 of the National Environmental Policy Act (NEPA), Section 104(f) of Title 1 of the Housing and Community Development Act of 1974, as amended, and other provisions of Federal law, as specified in 24 CFR 58.5 which further the purposes of NEPA.
 - 2) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
 - 3) Consents to review and comment on all Environmental Impact Statements prepared for Federal projects which may have an impact on the applicant’s/recipient’s community development program.
 - 4) Consents to perform all coordination functions required under 24 CFR Part 58 and 40 CFR Parts 1500-1508.
- f) The **NC CDBG-CV Program** has been developed to give maximum feasible priority to activities which will benefit low and moderate-income families or aid in the prevention or elimination of slums and blight. The requirement for this certification will not preclude Commerce from approving an application where the applicant certifies, and Commerce determines, that all or part of the **NC CDBG-CV Program** activities are designed to meet other community development needs having urgency as specifically explained in the application in accordance with Section .0800 of 4 NCAC 19L of the North Carolina Administrative Code.
- g) Its program will be conducted and administered in conformity with Public Law 88-352 and Public Law 90-284, and that it will affirmatively further fair housing.
- h) It will comply with all provisions of 4 NCAC 19L of the North Carolina Administrative Code, entitled North Carolina Community Development Block Grant Program.
- i) It will give Commerce, HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers or documents related to the grant.

- j) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- k) It will follow a residential anti-displacement and relocation assistance plan that is in accordance with the provisions of Section 104(d) and all other provisions of the Act.
- l) It will not attempt to recover any capital costs of public improvements assisted in whole or part under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged to assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the grantee certifies to the Secretary or such State, as the case may be, that it lacks sufficient funds received under Section 106 to comply with requirements of clause (i).
- m) It has or will develop a plan that identifies community development and housing needs, including the needs of low and moderate-income persons, and the activities to be undertaken to meet such needs.
- n) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 35.
- o) When issuing statements, press releases, request for proposals, bid solicitation and other documents describing the above-mentioned program such as the environmental review, public hearings, fair housing notices, etc., it shall clearly state:
 - 1) The percentage of the total cost of the project which will be financed with **CDBG-CV** money, and 2) the dollar amount of **CDBG-CV** funds for the project.
- p)
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, 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 Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

- q) It has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and has adopted and is enforcing a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act).
- r) All project areas are either not in a floodplain, or if the project area is in a floodplain, the applicant participates in the flood insurance program. All properties assisted in the project will be covered for flood insurance prior to beginning construction, and all public facilities will be constructed to comply with applicable floodplain regulations.

CERTIFICATION OF ABILITY

The Town/City/County of _____ hereby certifies its ability to meet Federal Performance and Procurement Requirements with Certification as further expanded in the preceding attachments.

**Name of Chief Elected
Official**

Title

Signature

Date

Disclosure Report Instructions

Who should complete the report:

All applicants who expect to receive an aggregate amount of covered federal assistance for a project or activity that exceeds \$200,000 are required to make certain disclosures. State **CDBG-CV** funds are covered by the requirement, as are most other programs where funds are administered by or passed through the U.S. Department of Housing and Urban Development. Therefore, all applicants of more than \$200,000 in State **CDBG-CV** funds, including anticipated program income, should complete the report. In addition, any applicants to a State grantee for a sub grant should complete the report if more than \$200,000 in covered assistance is or can reasonably be anticipated. The requirement addresses the aggregate amount of assistance. Therefore, if the applicant anticipates less than \$200,000 in CDBG assistance but, intends to combine the funds with enough other covered assistance (such as Section 8 project-based Housing Assistance Payments) to exceed \$200,000 in total assistance, the applicant must make the disclosures. Any applicant/recipient who is required to complete a disclosure report for another agency in conjunction with a project assisted with State **CDBG-CV** funds may submit a copy of that disclosure report to the Rural Economic Development Division rather than completing a separate report.

Recipients who have previously filed disclosure reports must file update reports if the information in the original report changes either because of later developments subject to disclosure, or because of changes in the amount of government assistance, the sources of funds, or the uses of funds equal to the lower of \$250,000 or 10 percent of the applicable base (usually total project costs), or because of an increase in the financial interest of a person equal to the lower of \$50,000 or 10 percent of such interest.

Detailed Instructions:

1. Enter the name, address, and telephone number, including area code, of the applicant or recipient.
2. Indicate whether the report is an initial report or an update report.
3. Enter the Social Security Number or the Employer Identification Number of the applicant or recipient.
4. Enter the project name and indicate the location as detailed and specific as possible. In the case of update reports, give the **CDBG-CV** grant number.
5. Enter the total amount of assistance being requested as stated in the application, including anticipated program income. In the case of update reports, enter the total amount of assistance provided per the funding approval and anticipated program income.
6. Indicate whether other government assistance is being provided, or can reasonably be expected to be provided, for the project. Other government assistance includes any loan, grant, guarantee, insurance payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is being sought.

If other government assistance is provided, or expected to be provided for the project, all such assistance must be disclosed on attachments incorporated into the report. The disclosures should list the granting agency, the program and type of assistance (e.g., grant, loan, guarantee), and the amount expected to be made available.

Disclosures need only be made once, so that if this information is given in the Sources and Uses attachments, this may be indicated by checking the appropriate blank under “6. Other Government Assistance” on the Attachments page of the report.

7. Indicate whether there are persons with a reportable financial interest in the project. “Person” means an individual, corporation or business, unit of general local government or other governmental entity or agency or any other organization or group of people. A reportable financial interest is any financial involvement in the project including equity interest, shares in any profit on resale or distribution of cash or other assets, or receipt of compensation for goods or services provided in connection with the project or activities, which can be expected to exceed the lower of \$50,000 or 10 percent of the assistance sought. Compensation for performance of a contract procured under Federal procurement regulations is not, by itself, a covered financial interest. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

If there are parties with a reportable financial interest, the name and pecuniary interest of the parties must be disclosed in referenced attachments. If the party is an entity such as a unit of government or a corporation, the disclosure must include an identification of each officer, director, and/or principal stockholder. The pecuniary interest disclosure must include the type of participation (such as owner, contractor, investor) and the amount of the financial interest expressed both as a dollar amount and as a percentage of the amount of assistance involved.

8. Reference the statement or statements attached to the report showing the sources and uses of the funds available for, or expected to be available for, the project. Disclosure must be made of the gross amount of funds from all sources, including both governmental and non-governmental sources of funds and private capital resulting from tax benefits. For most projects, the financial forms in the appropriate guidelines will be adequate to document sources and uses. Please note, however, that if the “Other Government Assistance” disclosure section references the Sources and Uses Disclosures, then these Disclosures must identify the program and type of assistance.
9. Certification: The signatory certifies that all information in the report is complete and accurate. That is, except as disclosed in the report and attachments, there is no other government assistance, no other interested parties, and no other sources and uses of funds.

DISCLOSURE REPORT

- 1. Applicant/Recipient Name, Address, and Phone:
- 2. **Check One:** Initial Report Update Report
- 3. **Social Security Number or Employer ID Number:** _____

4. **Project Name and Location:**

5. **Total Amount requested/received** (including anticipated program income):
 \$ _____

6. **Other government assistance.** (Check One):
- _____ No other government assistance is, or is expected to be, provided for this project
- _____ All other government assistance provided for this project is listed on the table below/attached page(s).

(Note: Disclosures must be complete and accurate but, need to be made only once for this report. If assistance is reported in the Sources and Uses disclosure section, then it need not also be reported here. If there is assistance reportable here, but reported only in the Sources and Uses disclosure, (check here):

_____ Assistance is disclosed in Sources and Uses Attachments

| <u>Agency Name and Address</u> | <u>Program and Type of Assistance</u> | <u>Amount Requested/Received</u> |
|--------------------------------|---------------------------------------|----------------------------------|
| | | |
| | | |
| | | |

7. **Interested Parties.** (Check One):
- _____ No parties have a reportable financial interest in this project. Interested parties include developers, contractors, consultants, individuals, entities including units of government with a financial interest greater than \$50,000 or 10 percent of the assistance (whichever is lower; being a party to a contract procured under Federal procurement regulations at 2 CFR Part 200 does not, by itself, constitute a reportable financial interest).
- _____ All parties with a reportable financial interest are listed on table below/attached page(s).

| <u>Name and Address</u> | <u>Type of Participation</u> | <u>Interest (\$ and %)</u> |
|-------------------------|------------------------------|----------------------------|
| | | |
| | | |
| | | |

8. All expected sources of funds available or expected to be available for the project or activity and all reportable uses of funds are included in the application for funds and on the following forms (check all that apply):

- CDBG-CV PROJECT BUDGET**
- CDBG-CV LOCAL COMMITMENT FORM**
- Other Attachment(s). Describe: _____

9. **Certification:**

I hereby certify that all information in this report and its attachments is true and complete.

Signature

Date

STATE CDBG-CV PROGRAM REGULATIONS

Citizen Participation

If funded, the grantee will have documentation on file of compliance with citizen participation requirements in the application process 4 NCAC 19L. 1002 (b): publisher’s affidavits of notices and minutes signed by the town or county clerk of the two required public hearings.

Project Administration

The grantee is responsible for CDBG-CV oversight. If funded, the grantee will supervise the implementation of the project as follows:

- ✓ The local government manager reviews and signs off on all project reports.
- ✓ The project administrator or local government staff will present and give at least quarterly written status reports to the elected board. A signed copy of the quarterly report must be submitted to the grant representative for review.
- ✓ At least two persons from the local government listed on the signatory cards will review and sign off on invoices and requests for payment.
- ✓ Maintain all project files at the local government offices and make them available to citizens during regular business hours.

Audits/Compliance

CDBG-CV grantees expending \$25,000 or more in a fiscal year are required to have funds audited for the CDBG-CV program. CDBG-CV funds can be used to pay for the CDBG-CV portion of the audit provided the grantee has expended \$500,000 or more in the fiscal year in total federal awards (CDBG-CV and other federal funds). If the grantee has expended less than \$500,000 in total federal awards, the grantee may budget local funds in the administrative line item in the CDBG-CV application to pay for the CDBG-CV portion of the audit and claim the local administrative funds as local commitment.

Program Income

Local governments must develop and submit a plan for reuse of program income to REDD approval.

Legally Binding Commitment (LBC)

The local government will develop and execute a LBC with the non-profit or for-profit developer/business subject to REDD requirements.

The applicant hereby assures and certifies that by his/her signature, its duly authorized official has read and understands the State CDBG-CV Program Standards and, if funded, will adhere to all standards applicable to the funded project.

Name of Chief Elected Official _____

Title _____

Signature _____

Date _____

DISCLOSURE OF CIVIL RIGHTS COMPLAINTS/LAWSUITS

The Town/City/County of _____ hereby assures and certifies that there are no open, unresolved or pending Civil Rights Lawsuits against the participating local governments in this NC CDBG Coronavirus Program (**NC CDBG-CV**).

Name of Chief Elected Official _____
Title _____
Signature _____
Date _____

Instructions for Debarment Certifications

1. By signing and submitting this form, the prospective participant is providing the certification set out on the “Certification Regarding Debarment, Suspension and Other Responsibility Matters” in accordance with these instructions.
2. Consequences of False Certification - The certification is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. Errors in Certifying. - The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. Definitions and Further Guidance - The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations or you may refer to the *Federal Register*, Vol. 70, No. 168, pages 51863 –51880.
5. Certification Extends to Subcontractors - The prospective participant agrees by submitting this form that, should the proposed covered transaction be entered, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. Certification Included in Subcontracts - The prospective participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Reliance on Certification - A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transition, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

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

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

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited on page 67. Applicants should also review the instructions for certification included in the regulations before completing this form, signature on this form provides for compliance with certification requirements implementing Federal Executive Order 12549 and guidance issued in the *Federal Register*, Volume 70, No. 168, pages 51863 through 51880 for “Government wide Debarment and Suspension (Non-procurement).” The certification shall be treated as a material representation of fact upon which reliance will be placed when the Rural Economic Development Division determines to award the covered transaction, grant, or cooperative agreement. As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions:

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

| | |
|--|--------------------------------------|
| Name of Applicant/Grantee | Grant Number and Project Name |
| Printed Name and Title of Authorized Representative | |
| Signature | Date |

SAMPLE: Implementation Schedule

| | |
|---|---------------------------|
| ACTIVITIES IMPLEMENTATION SCHEDULE -SAMPLE | Name of Applicant: |
|---|---------------------------|

Month 1 begins as of the date of REDD Director’s signature on the Grant Agreement and Funding Approval.

List activities to be implemented and put a “X” in the columns for the beginning and ending months and connect with a straight line. Activities should correspond to those on the Budget.

| Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|
| 1. Grant Agreement/ Funding Approval | X | | | | | | | | | | | | | | |
| 2. Environmental Review | X | X | | | | | | | | | | | | | |
| 3. Clearing conditions | X | — | X | | | | | | | | | | | | |
| 4. Public Water | | | | X | — | — | — | — | — | — | — | X | | | |
| 5. Public Sewer | | | | X | — | — | — | — | — | — | — | — | X | | |
| 6. | | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | | |
| 8. Closeout of Grant | | | | | | | | | | | | | | | X |

| | |
|---|---------------------------|
| ACTIVITIES IMPLEMENTATION SCHEDULE | Name of Applicant: |
|---|---------------------------|

Month 1 begins as of the date of REDD Director's signature on the Grant Agreement and Funding Approval.

List CDBG-CV and non-CDBG-CV activities to be implemented for both C-1 and L-1 and put an "X" in the columns for the beginning and ending months and connect with a straight line. CDBG-CV Activities should correspond to those on the Budget and other packet forms. Add other activities as needed in the order they occur in the planning and development of the distribution plan.

| Activities | Months | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------|---|---|---|---|---|---|---|---|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | |
| | | | | | | | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1. Grant Agreement/ Funding Approval | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Environmental Review | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Clearing conditions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14. Closeout of Grant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

NC GRANTS MANAGEMENT SYSTEM ACTIVITY NUMBERS AND CODES

| Activity Name | Activity Number | Activity Code* |
|---|-----------------|----------------|
| 1. Administration | 1060 | 13 |
| 2. Acquisition | 1002 | 1 |
| 3. Architectural Barriers | 1054 | 11 |
| 4. Clearance Activities | 1034 | 2 |
| 5. Code Enforcement | 1046 | 16 |
| 6. Disposition | 1004 | 1 |
| 7. Fire Protection | 1014 | 6 |
| 8. Flood and Drainage | 1024 | 4C |
| 9. Historic Preservation | 1048 | 16 |
| 10. Machinery/Equipment | 1052 | 16 |
| 11. Neighborhood Facilities | 1010 | 3 |
| 12. Other Activities | 1056 | 16 |
| 13. Other Public Facilities | 1028 | 6 |
| 14. Parking Facilities | 1016 | 6 |
| 15. Parks/Playgrounds | 1008 | 6 |
| 16. Pedestrian Improvements | 1026 | 6 |
| 17. Planning | 1058 | 12 |
| 18. Public Services | 1036 | 7 |
| 19. Public Utilities | 1018 | 7 |
| 20. Rehabilitation, Commercial | 1040 | 9B |
| 21. Rehabilitation, Private | 1042 | 9A |
| 22. Rehabilitation, Public | 1044 | 10 |
| 23. Relocation Assistance | 1038 | 8 |
| 24. Senior/Handicapped Centers | 1006 | 3 |
| 25. Sewer Improvements | 1030 | 4B |
| 26. Solid Waste Facilities | 1012 | 4B |
| 27. Street Improvements | 1022 | 6 |
| 28. Water and Sewer | 1020 | 4A, 4B |
| 29. Water Improvements | 1032 | 4A |
| 30. Working Capital | 1050 | 7 |
| Note: Reconstruction activities, Clearance activities related to Rehabilitation and Temporary Relocation related to Rehabilitation would all be classified under Rehabilitation. | | |

* Please note that these are not HUD IDIS codes.

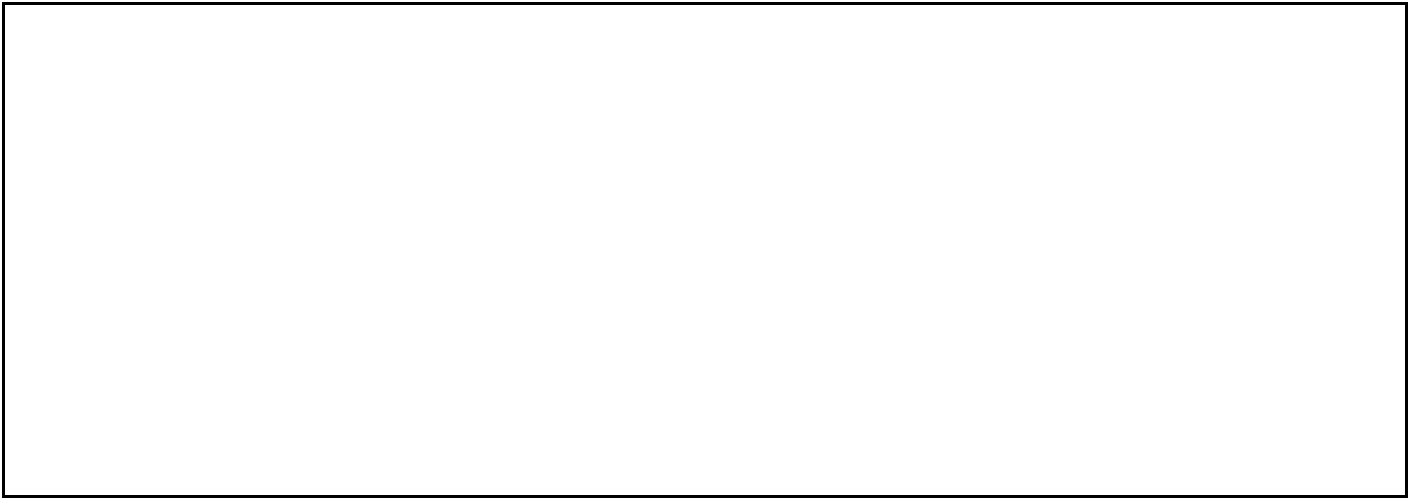
ACTIVITY PERFORMANCE MEASURES

| | | | |
|--|--|---|-----------------------|
| Applicant: | | Budgeted \$: | |
| Project Name: | | Check (X) C-1: | Check (X) L-1: |
| Activity Name: | | Activity Code: | |
| Amount of money leveraged for the activity, if applicable (<i>Funds other than CDBG-CV fund as part of activity.</i>) | | | \$ |
| Housing Program Indicators | | Proposed (<i>For Entire Grant</i>) | |
| Housing Activities | | | |
| Single Units -Rental | | | |
| Total number of rental units acquired | | | |
| Total number of rental units cleared | | | |
| Total number of rental units disposed | | | |
| Total number of rental households relocated | | | |
| Total number of rental units rehabilitated | | | |
| Number of units brought from substandard to standard condition (NC Rehab Standards) | | | |
| Number of units brought into compliance with the lead safe housing rule (24 CFR part 35) | | | |
| Number of units occupied by elderly (62 years of age or above) | | | |
| Single Units - Owner | | | |
| Total number of owner units acquired | | | |
| Total number of owner units cleared | | | |
| Total number of owner units disposed | | | |
| Total number of owner households relocated | | | |
| Total number of owner-occupied units rehabilitated | | | |
| Number of units brought from substandard to standard condition (NC Rehab Standards) | | | |
| Number of units brought into compliance with the lead safe housing rule (24 CFR part 35) | | | |
| Number of units occupied by elderly (62 years of age or above) | | | |
| Multi-Units Rental | | | |
| Total number of rental units acquired | | | |
| Total number of rental units cleared | | | |
| Total number of rental units disposed | | | |
| Total number of rental households relocated | | | |
| Total number of rental units rehabilitated | | | |
| Number of units brought from substandard to standard condition (NC Rehab Standards) | | | |
| Number of units brought into compliance with the lead safe housing rule (24 CFR part 35) | | | |

| | |
|--|------------------------------------|
| Number of units occupied by elderly (62 years of age or above) | |
| Development of Single-Family Housing | |
| Total number of owner units created | |
| Number of affordable units created | |
| Development of Multi-Unit Rental Housing | |
| Total number of rental units created | |
| Total number of rental units rehabilitated | |
| Number of affordable units created | |
| Number of units Section 504 accessible (includes adaptable units) | |
| Number of units brought into compliance with the lead safe housing rule (24 CFR part 35) | |
| Number of units created through conversion of nonresidential building to residential | |
| Number of units meeting IBC (International Building Code) | |
| of IBC, number of units meeting Energy Star | |
| Number of units occupied by elderly (62 years of age or above) | |
| Number of units subsidized with project-based rental assistance (fed., state, or local) | |
| Number of years' affordability guaranteed | |
| Number of units designated for persons with HIV/AIDS | |
| of these, number of units designated for the chronically homeless | |
| of these, number of units 504 accessible | |
| Number of units of permanent housing for homeless persons | |
| of these, number of units designated for the chronically homeless | |
| of these, number of units 504 accessible | |
| Homeownership Indicators | Proposed (For Entire Grant) |
| Number of units occupied by first-time homebuyers | |
| Total number of units assisted through home buyer financial assistance | |
| Number of first-time home buyers assisted financially | |
| Number of first-time home buyers receiving housing counseling | |
| Number of minority first-time home buyers receiving housing counseling | |
| Number served receiving down-payment assistance and/or assistance with closing costs | |
| Number of subsidized mortgages provided | |

| Economic Development Program Indicators | | Proposed (For Entire Grant) |
|--|--------------------|--|
| Number of facades/business building rehab | | |
| Number of jobs to be created part-time | | |
| Number of jobs to be created full-time | | |
| Number of jobs to be retained part-time | | |
| Number of jobs to be retained full-time | | |
| Number of jobs created with employer sponsored health care | | |
| Number of jobs retained with employer sponsored health care | | |
| Prior employment status before taking job created (<i>full-time employed, part-time employed or unemployed</i>) | Status: | |
| | Full or Part-time: | |
| Jobs (By EDA Job Category Definitions) | | Proposed (For Entire Grant) |
| Official and Managers | | |
| Professional | | |
| Technicians | | |
| Sales | | |
| Office and Clerical | | |
| Craft Workers (skilled) | | |
| Operatives (semi-skilled) | | |
| Laborers (unskilled) | | |
| Service Workers | | |
| | | Proposed (For Entire Grant) |
| Number of unemployed persons getting jobs in FTE's (Full-Time Equivalent) | | |
| Number of new businesses assisted | | |
| Number of existing businesses assisted | | |
| Number of business expansions | | |
| Number of business relocations | | |
| Business DUNS # | | <i>If more than 2 DUNS Numbers, add in Comments Section.</i> |
| Two Digit NAICS Classification Number (http://www.census.gov/eos/www/naics/index.html) | | |
| Non-Economic Development Public Facility Program Indicators | | Proposed (For Entire Grant) |
| Number of persons assisted | | |
| Number of persons assisted with new access to a public facility | | |
| Number of persons assisted with improved access to a public facility | | |
| Number of persons assisted where public facility quality was improved | | |
| Non-Economic Development Public Infrastructure Program Indicators | | Proposed (For Entire Grant) |

| Water | |
|--|-------|
| Number of persons assisted | |
| Number of persons assisted with new access to public water | |
| Number of persons assisted with improved access to public water | |
| Number of persons assisted where public water quality was improved | |
| Sewer | |
| Number of persons assisted | |
| Number of persons assisted with new access to public sewer | |
| Number of persons assisted with improved access to public sewer | |
| Number of persons assisted where public sewer quality was improved | |
| Streets | |
| Number of persons assisted | |
| Number of persons assisted with new access to public streets | |
| Number of persons assisted with improved access to public streets | |
| Number of persons assisted where public street quality was improved | |
| Drainage | |
| Number of persons assisted | |
| Number of persons assisted with new access to public drainage | |
| Number of persons assisted with improved access to public drainage | |
| Number of persons assisted where public drainage quality was improved | |
| Sidewalks | |
| Number of persons assisted | |
| Number of persons assisted with new access to public sidewalks | |
| Number of persons assisted with improved access to public sidewalks | |
| Number of persons assisted where public sidewalk quality was improved | |
| Other Public Infrastructure | List: |
| Number of persons assisted | |
| Number of persons assisted with new access to public sidewalks | |
| Number of persons assisted with improved access to public sidewalks | |
| Number of persons assisted where public sidewalk quality was improved | |
| Public Service Program Indicators | |
| Number of persons assisted | |
| Number of persons with new access to service | |
| Number of persons with improved access to service | |
| Number of persons where service quality was improved | |
| Brownfield Projects | |
| Number of square acres of brownfields remediated | |
| Comments | |
| | |



ADDITIONAL FORMS FOR SPECIAL ECONOMIC DEVELOPMENT PROJECTS

All special economic development projects must complete the following forms:

- Employee Profile *(Complete one per business included in the project.)*
- Legally Binding Commitment *(Complete one per business included in the project.)*
- Private Company Commitment Form *(Complete one per business included in the project.)*
- Limited Waiver of Confidentiality *(Complete one per business included in the project.)*
- Performance Indicators Form *(Complete for the entire project.)*

JOB CATEGORY DEFINITIONS

1. **Officials and Managers** – Occupants requiring administrative personnel who set broad policies, exercise overall responsibility of execution of these policies and individual departments or special phases of a firm’s operations. This includes: Officials, Executives, middle management, plant managers and superintendents, salaried supervisors who are members of management, purchasing agents and buyers and kindred workers.
2. **Professional** – Occupants requiring either college graduation or experience of such kind and amount as to provide a comparable background includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, professional and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.
3. **Technicians** – Occupants requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post-high school education such as is offered in many technical institutions and junior colleges or through equivalent on the job training. This includes computer programmers and operators, drafters, engineering aides, junior engineers, mathematic aides, licensed practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic physical science) and kindred workers.
4. **Sales** – Occupants engaging wholly or primarily in direct selling. This includes advertising agenda and sales workers, insurance agents and brokers, real estate agents and brokers, sales workers, demonstrators and retail sales workers and salesclerks, grocery clerks and cashiers and kindred workers.
5. **Office and Clerical** – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. This includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators and kindred workers.
6. **Craft Worker (skilled)** – Manual workers of relatively high-level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. This includes the building trades, hourly paid supervisors and lead operators (who are not members of management), mechanic and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.
7. **Operatives (semi-skilled)** – Workers who operate machines or other equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. This includes apprentices (auto mechanics, plumbers, electricians, machinists, mechanics, building trades, metal working trades, printing trades, etc.), operatives, attendants (auto service and parking) plasters, chauffeurs, delivery workers, dress makers and sewers (except factory), dryer’s furnaces workers, heaters (metal), laundry and dry cleaning, operatives, milliners, mine operatives and laborers, motor operators, pliers and greasers (except auto), painters (except construction and maintenance), photographic process workers, boiler tenders, truck and tractor drives, weavers (textile), welders and flame metals workers and kindred workers.
8. **Laborers (unskilled)** – Workers in manual occupations which generally require no special training perform elementary duties that may be learned in a few days and require the application of little or no independent

judgment. This includes garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Service workers** – Workers in both protective and non-protective service occupations. This includes attendants (hospital and other institutions, professional and personal service, including nurses' aides and orderlies), barbers, chair workers and cleaners, cooks (except household), counter and fountain workers, elevator operators, firefighters and fire protection guards, door keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses and kindred workers.

Definitions are provided by the Economic Development Administration

LEGALLY BINDING COMMITMENT- CREATING JOBS

STATE OF NORTH CAROLINA

(LOCAL GOVERNMENT APPLICANT)
(COMPANY)

JOB CREATION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, by and between _____, a corporation authorized to transact business within the State of North Carolina (hereinafter referred to as the "Corporation") and _____, North Carolina (hereinafter referred to as the "Applicant"). This Agreement will not become effective until all conditions placed upon the Applicant's funding approval are satisfied and funds are released by the Department of Commerce (hereinafter "DOC") pursuant to a Community Development Block Grant (hereinafter "CDBG-CV") with the Applicant.

WITNESSETH

WHEREAS, the Applicant anticipates receiving a CDBG-CV for Program Year _____ from the DOC in the amount of \$_____ for the project entitled _____, this grant will be used primarily to benefit low to moderate-income persons by financing activities under the Small Business and Entrepreneurial Assistance Grant project (the "Project") to be undertaken by the Applicant and the Corporation.

NOW, THEREFORE, in consideration of the promised and the mutual covenants and promises set forth herein, the Corporation and the Applicant hereby agree as follows:

I. AGREED ACTIONS

A. The Corporation shall execute its responsibilities as identified in the Corporation's narrative exhibits and the employment profiles contained in the Applicant's CDBG-CV application to DOC. Those exhibits and commitments are incorporated herein by reference, as if set out in full. The Corporation agrees to create the jobs and complete the Project hiring's in a timely manner. The Corporation currently has continuing operations in the County that employ _____ people and the Corporation commits to employ _____ additional people by _____ (date).

The Corporation can request DOC verify the creation of the additional jobs stated above prior to _____, (date) and release the Corporation from further job creation documentation. In addition, the Corporation commits to employ persons whose household income is within low to moderate-income limits in seventy percent (70%) of all jobs stated above at the Corporation's Facility. The Corporation agrees that if it fails to create and maintain _____ new jobs prior to _____ (date) or verified by DOC, it will reimburse the Applicant for \$_____ (total grant amount received by the Corporation, divided by the number of new jobs to be created), for each job not created.

The Corporation also agrees that if at the end of the grant agreement the number of prior low to moderate-income people employed at the Facility falls below fifty one percent (51%) of the total employment at the Facility, the entire grant amount will be due and payable to DOC by the Applicant. The Applicant's liability under this Agreement shall not exceed the dollar amount of the grant made by the Department of Commerce. If unforeseen calamity, an Act of God, or financial disaster is the cause of action under this section of the Agreement, the Corporation and the Applicant may appeal to DOC for an extraordinary modification of this responsibility. Such modification shall be at the discretion of the Secretary of the Department of Commerce. The requirement that persons of low to moderate income must hold a minimum of fifty-one percent (51%) of all jobs created cannot be waived.

B. Each party shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds and fulfillment of this Agreement.

C. Each party agrees that any duly authorized representative of the Applicant, DOC, the United States Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all of the books, records, and other documents relating to the grant and the fulfillment of the Agreement for a period of five (5) years following the completion of all close-out procedures respecting the CDBG-CV funds, and the final settlement and conclusion of all issues arising out of the CDBG-CV funds.

D. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of the CDBG-CV Grant Agreement between the Applicant and DOC and agree that any conflict between the provisions, requirements, duties, or obligations of this Agreement and the CDBG-CV Grant Agreement shall be resolved in favor of the CDBG-CV Grant Agreement.

II. ENFORCEMENT

A. If at the end of the approved project period the Corporation has failed to create the full number of job positions and low to moderate-income job positions presented in Agreed Actions Section I of this Agreement, or to incur the full level of private investment committed to in its grant application, as provided above, then the Corporation will pay to the Applicant an amount calculated in the manner set out in Section I-A of this Agreement.

B. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina.

III. PUBLIC RECORDS LAW

The Corporation acknowledges that it has read and understands North Carolina’s laws regarding the treatment of public records and confidential information, and their application to small business and entrepreneurial assistance projects, including without limitation, those provisions set forth in Exhibit A.

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

_____ (Applicant)

_____ (Corporation)

_____ (SEAL)
Chairman

_____ (SEAL)
President

_____ (SEAL)
Clerk

_____ (SEAL)
Secretary

_____ (Date)

_____ (Date)

**Provisions of North Carolina General Statutes Addressing Public Records,
Confidential Information and Economic Development Projects**

§ 132-1. "Public records" defined.

(a) "Public record" or "public records" shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

(b) The public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. As used herein, "minimal cost" shall mean the actual cost of reproducing the public record or public information. (1935, c. 265, s. 1; 1975, c. 787, s. 1; 1995, c. 388, s. 1.)

§ 132-1.1. State tax information

(b) **State and Local Tax Information.** – Tax information may not be disclosed except as provided in G.S. 105-259. As used in this subsection, "tax information" has the same meaning as in G.S. 105-259. Local tax records that contain information about a taxpayer's income or receipts may not be disclosed except as provided in G.S. 153A-148.1 and G.S. 160A-208.1.

§ 132-1.2. Confidential information.

Nothing in this Chapter shall be construed to require or authorize a public agency or its subdivision to disclose any information that:

- (1) Meets all of the following conditions:
 - a. Constitutes a "trade secret" as defined in G.S. 66-152(3).
 - b. Is the property of a private "person" as defined in G.S. 66-152(2).
 - c. Is disclosed or furnished to the public agency in connection with the owner's performance of a public contract or in connection with a bid, application, proposal, industrial development project, or in compliance with laws, regulations, rules, or ordinances of the United States, the State, or political subdivisions of the State.
 - d. Is designated or indicated as "confidential" or as a "trade secret" at the time of its initial disclosure to the public agency.

§ 66-152. Definitions. (Trade Secrets Protection Act)

As used in this Article, unless the context requires otherwise:

- (2) "Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership, association, joint venture, or any other legal or commercial entity.
- (3) "Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:
 - a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
 - b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons. (1981, c. 890, s. 1.)

§ 132-1.11. Economic development incentives.

(a) **Assumptions and Methodologies.** – Subject to the provisions of this Chapter regarding confidential information and the withholding of public records relating to the proposed expansion or location of specific business or industrial projects when the release of those records would frustrate the purpose for which they were created, whenever a public agency or its subdivision performs a cost-benefit analysis or similar assessment with respect to economic development incentives offered to a specific business or industrial project, the agency or its subdivision must describe in detail the assumptions and methodologies used in completing the analysis or assessment. This description is a public record and is subject to all provisions of this Chapter and other law regarding public records.

(b) **Disclosure of Public Records Requirements.** – Whenever an agency or its subdivision first proposes, negotiates, or accepts an application for economic development incentives with respect to a specific industrial or business project, the agency or subdivision must disclose that any information obtained by the agency or subdivision is subject to laws regarding disclosure of public records. In addition, the agency or subdivision must fully and accurately describe the instances in which confidential information may be withheld from disclosure, the types of information that qualify as confidential information, and the methods for ensuring that confidential information is not disclosed. (2005-429, s. 1.2.)

§ 132-6. Inspection and examination of records.

(a) Every custodian of public records shall permit any record in the custodian's custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. As used herein, "custodian" does not mean an agency that holds the public records of other agencies solely for purposes of storage or safekeeping or solely to provide data processing.

(b) No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.

(c) No request to inspect, examine, or obtain copies of public records shall be denied on the grounds that confidential information is commingled with the requested nonconfidential information. If it is necessary to separate confidential from nonconfidential information in order to permit the inspection, examination, or copying of the public records, the public agency shall bear the cost of such separation on the following schedule:

(d) Notwithstanding the provisions of subsections (a) and (b) of this section, public records relating to the proposed expansion or location of specific business or industrial projects may be withheld so long as their inspection, examination or copying would frustrate the purpose for which such public records were created; provided, however, that nothing herein shall be construed to permit the withholding of public records relating to general economic development policies or activities.

Once the State, a local government, or the specific business has announced a commitment by the business to expand or locate a specific project in this State or a final decision not to do so and the business has communicated that commitment or decision to the State or local government agency involved with the project, the provisions of this subsection allowing public records to be withheld by the agency no longer apply.

Once the provisions of this subsection no longer apply, the agency shall disclose as soon as practicable, and within 25 business days, public records requested for the announced project that are not otherwise made confidential by law.

An announcement that a business or industrial project has committed to expand or locate in the State shall not require disclosure of local government records relating to the project if the business has not selected a specific location within the State for the project. Once a specific location for the project has been determined, local government records must be disclosed, upon request, in accordance with the provisions of this section. For purposes of this section, "local government records" include records maintained by the State that relate to a local government's efforts to attract the project.

§ 132-9. Access to records.

(b) In an action to compel disclosure of public records which have been withheld pursuant to the provisions of G.S. 132-6 concerning public records relating to the proposed expansion or location of particular businesses and industrial projects, the burden shall be on the custodian withholding the records to show that disclosure would frustrate the purpose of attracting that particular business or industrial project.

PRIVATE COMPANY COMMITMENT FORM

I, _____, an official representative of _____ (“Company”), do hereby certify that, if the application for the above referenced funds are approved, the Company will fulfill the following commitments:

- ❖ No other facilities will be abandoned nor will any other persons be displaced as a result of this project.
- ❖ All positions created by this project will be newly created positions and the jobs will not be “pirated” from another facility owned or operated by the Company.
- ❖ The Company will undertake and carry out the project in accordance with this application for **CDBG-CV** assistance. The information pertaining to the Company is accurate.
- ❖ The Company will retain _____ jobs and will create an additional _____ new jobs within the two-year project period. Of the _____ jobs created, at least 70% will be filled by low and moderate-income persons.
- ❖ The Company agrees to either screen all applications and hires for the required employee statistical information and the required documentation or to allow the Division of Employment Security to perform these functions on their behalf.
- ❖ The Company will either provide the Grantee with a quarterly status report (including the NCUI-101 report form) with sufficient detail for the Grantee to determine the number of hires and the low and moderate income status of each or will allow the Grantee or its representative to complete an on-site review of hiring information to develop a quarterly record of hiring status. This obligation will end at project close out unless the Community Investment reviews available information and grants the company permission to stop collecting the required data at an earlier date.

Company Representative

Date

LIMITED WAIVER OF CONFIDENTIALITY

UNEMPLOYMENT, TAX AND WAGE RECORDS

Name of Taxpayer: _____

Address: _____

Phone: _____

Federal Tax Identification Number: _____

NC Unemployment Insurance Account Number: _____

I hereby waive the right to confidentiality, as found in N.C.G.S. 96-4(t), for the limited purpose of authorizing disclosure of certain information contained in the above company's quarterly unemployment insurance tax records filed with the Division of Employment Security (the "DES") to the North Carolina Department of Commerce and program administrators (collectively, the "Department") for the limited purpose of administering a Job Development Investment Grant, a One North Carolina Grant, an Industrial Revenue Bond, the Site Infrastructure Development Fund, a Community Development Block Grant, or other program administered by the Department from which the above-referenced company has sought assistance.

DES is hereby authorized to disclose information contained in the above company's quarterly unemployment insurance tax records to the Department for this purpose.

Unemployment insurance tax information provided in the aggregate to DES and disclosed to the Department, and the company's aggregated tax and wage information provided to or otherwise in the possession of the Department, may be treated as public information. This waiver is not intended to release the Department from any obligation it may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Chief Financial Officer or Other Authorized Company Official

Print Name: _____

Title: _____

Date: _____

DOC Form, rev. 8.12

PERFORMANCE MEASURES INDICATORS FORMS

| | | | |
|---|--|------------------------------------|--|
| Applicant: | | | |
| Project Name: | | | |
| Activity Name: | | Budgeted \$: | |
| Activity Number: | | Activity Code: | |
| <i>Amount of money leveraged for the activity, if applicable (Funds other than CDBG-CV fund as part of activity.)</i> | | \$ | |
| ECONOMIC DEVELOPMENT PROGRAM INDICATORS | | Proposed (For Entire Grant) | |
| Number of facades/business building rehab | | | |
| Number of jobs to be created part-time | | | |
| Number of jobs to be created full-time | | | |
| Number of jobs to be retained part-time | | | |
| Number of jobs to be retained full-time | | | |
| Number of jobs created with employer sponsored health care | | | |
| Number of jobs retained with employer sponsored health care | | | |
| Prior employment status before taking job created (full-time employed, part-time employed or unemployed) | | Status: | |
| | | Full or Part-time: | |
| JOBS (BY EDA JOB CATEGORY DEFINITIONS) | | Proposed (For Entire Grant) | |
| Official and Managers | | | |
| Professional | | | |
| Technicians | | | |
| Sales | | | |
| Office and Clerical | | | |
| Craft Workers (skilled) | | | |
| Operatives (semi-skilled) | | | |
| Laborers (unskilled) | | | |
| Service Workers | | | |
| Number of unemployed persons getting jobs in FTE's (Full-Time Equivalent) | | | |
| Number of new businesses assisted | | | |
| Number of existing businesses assisted | | | |
| Number of business expansions | | | |
| Number of business relocations | | | |
| Business DUNS # | | | |
| <i>If more than 2 DUNS Numbers, add in Comments Section.</i> | | | |
| Two Digit NAICS Classification Number (http://www.census.gov/eos/www/naics/index.html) | | | |
| BROWNFIELD PROJECTS | | Proposed (For Entire Grant) | |
| Number of square acres of Brownfields remediated | | | |
| Comments | | | |
| | | | |



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AGENDA ITEM 5:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

Ms. Jennifer Greene, AppHealthCare Director, will provide an update on the Coronavirus (COVID-19).

The report is for information only; therefore no action is required.

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AGENDA ITEM 6:

PROPOSED COVENANTS FOR THE BROOKSHIRE PARK RESTORATION PROJECT

MANAGER'S COMMENTS:

Mr. Joe Furman, Planning and Inspections Director, will request the Commissioners adopt the attached restrictive covenants on the subject .25 acre lot in connection with the New River Conservancy's CWMTF project. These covenants are the same as those adopted for the previous CWMTF wetlands restoration project at TMSC. Adoption of the covenants or conservation easements, where appropriate, is required by the grant.

Board action is required to adopt the covenants/conservation easements as presented.

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR RESTORATION PURPOSES
("RESTORATION DECLARATION")
SOUTH FORK OF THE NEW RIVER
BROOKSHIRE PARK**

**Prepared by: DI SANTI WATSON CAPUA WILSON & GARRETT, PLLC
After Recording Return to: WATAUGA COUNTY**

**NORTH CAROLINA
CWMTF Project No. 2019-413**

**WATAUGA COUNTY
PIN: 2921-10-0136-000**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RESTORATION PURPOSES ("Restoration Declaration") is made this 6th day of October, 2020, by WATAUGA COUNTY, a North Carolina Body Politic and Corporate of 814 West King Street, Suite 205, Boone, NC 28607 (the "Declarant").

RECITALS AND CONSERVATION PURPOSES

A. The Declarant is a unit of local government and accepts responsibility for enforcing the terms of this Restoration Declaration and for upholding its conservation purposes forever.

B. The Declarant is the sole owner in fee simple of certain real property containing .25 acres tax parcel 2921-10-0136-000, more or less, which will benefit from steam bank restoration pursuant to the CWMTF Grant which is the subject of this Declaration located in

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New River Township, Watauga County, North Carolina, and more particularly described in Plat Book 11 at Page 124, Watauga County Registry (hereinafter the “Property”).

C. The State of North Carolina (“State”) enacted the Uniform North Carolina Conservation and Historic Preservation Agreements Act (the “Conservation Agreements Act”), Chapter 121, Article 4 of the North Carolina General Statutes (“NCGS”), which provides for enforceability of restrictions, easements, covenants, or conditions “appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition . . .”.

D. This Restoration Declaration is intended to be a “conservation agreement” and/or a “preservation agreement” as defined and contemplated in the Conservation Agreements Act.

E. The North Carolina Clean Water Management Trust Fund (the “Fund”), an independent agency of the State with its address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651, is authorized by NCGS Chapter 113A, Article 18, to provide funding for projects and to acquire land and interests in land for riparian buffers for the purposes of protecting surface waters and urban drinking water supplies.

F. The Declarant is party to an agreement with New River Conservancy which it has received a grant from the Fund, identified as Grant Contract no. 2019-413 (the “Grant Contract”), entered into between New River Conservancy and the Fund effective January 14, 2020, for improving water quality by restoring South Fork of the New River on or bordering the Property and restoring and/or protecting riparian buffers on the Property (the “Restoration Project”).

G. The Declarant and the Fund have determined that water quality will benefit by implementation of the Restoration Project and subsequent protection and maintenance of riparian resources and other natural values on the Property (the “Conservation Values”).

H. In order to protect and maintain the Conservation Values, the Declarant wishes to restrict and limit in perpetuity activities on and uses of the Property that could conflict with the Conservation Values, such restrictions and limitations applying only to that portion of the Property shown on the exhibit entitled South Fork New River Restoration Phase II attached hereto and hereby made a part of this document, to the terms, conditions and purposes hereinafter set forth.

NOW, THEREFORE, the Declarant hereby unconditionally and irrevocably declares that the Protection Area will be held and subject to the following restrictions, covenants and conditions as set out herein, to run with the subject real property and be binding on all parties that have or may have any right, title, or interest in said property.

ARTICLE I. DURATION OF RESTORATION DECLARATION

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The covenants, conditions, and restrictions contained in this Restoration Declaration are permanent and perpetual, run with the land, and are be binding on the Declarant and its successors and assigns as owner of the Property and on all those claiming by, through, or under each such owner, in perpetuity.

**ARTICLE II. ACTIVITIES AND USES EXPRESSLY RESTRICTED OR
PROHIBITED AND EXCEPTIONS THERETO**

A. Prohibited Activities and Uses. The Protection Area will be maintained in a manner and will not be developed or used in any manner that would impair or interfere with the purposes of this Restoration Declaration. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as expressly identified herein as exceptions:

(1) Industrial, Residential and Commercial Uses. Industrial, residential and commercial activities and the rights of passage for such purposes.

(2) Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations.

(3) New Construction. Buildings, facilities, mobile homes, antennas, utility poles, towers, and other structures.

(4) Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material.

(5) Mitigation. Neither the Protection Area nor any portion thereof may be used to satisfy compensatory mitigation requirements under 33 USC Section 1344 or NCGS §143-214.11 or any successor or replacement provision of the foregoing.

(6) Open Space Requirements. The Protection Area may not be used to satisfy open space requirements of any cluster or other development scheme.

(7) Development Rights. All development rights are extinguished from the Protection Area and may not be transferred to any other lands pursuant to a transfer of development rights scheme or cluster development arrangement or otherwise.

B. Activities and Uses Restricted in the Protected Area. Without limiting the generality of the foregoing, the following activities and uses are expressly restricted, except as expressly identified herein as exceptions:

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(1) Cutting of Vegetation. Except as related to removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Protection Area to persons or natural habitat or as necessitated by the activities described in Article III, above, all cutting, removal, mowing, harming, or destruction of any trees and vegetation on the Protection Area is prohibited.

(2) Stream Crossings and Roads. New stream crossings for livestock and access to adjacent property are prohibited, with the understanding that any crossing may not impede flow of water or aquatic life. Existing roads, trails, or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

(3) Signs. Signs are prohibited, except interpretive signs describing activities and the purpose and function of the Protection Area, signs identifying the owner of the Property, signs giving directions, and signs prescribing rules and regulations for the use of the Protection Area.

(4) Grading, Mineral Use, Excavation, Dredging. Grading, filling, excavation, dredging, mining, drilling, and removal of topsoil, sand, gravel, rock, peat, minerals, and other materials are prohibited, except as necessitated by activities described in Article III.

(5) Water Quality and Drainage Patterns. Except as necessitated by activities described in Article III, diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water; altering or tampering with water control structures or devices; disruption or alteration of the restored, enhanced, or created drainage patterns; and removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides are prohibited.

(6) Subdivision and Conveyance. The Protection Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

ARTICLE III. ACTIVITIES AND USES EXPRESSLY ALLOWED

Any activity on or use of the Protection Area not consistent with the purposes of this Restoration Declaration or that could interfere with maintenance of the Protection Area in its natural or restored condition is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly allowed on the Protection Area:

A. Passive Recreational Uses. The Declarant may engage in undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Protection Area for the purposes thereof. Motorized vehicles may be used on trails, paths, and roads existing on the date hereof and only for managing, maintaining, and stewarding the Protection Area.

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B. Educational Uses. The Declarant may engage in and permit others to engage in educational uses on the Protection Area consistent with this Restoration Declaration and the right of access to the Protection Area for such purposes, including organized educational activities such as site visits and observations. Educational uses of the Protection Area may not alter vegetation, hydrology, or topography.

C. Restoration. The Declarant and its representatives may engage in the Restoration Project. All activity associated with the Restoration Project will be conducted according to the requirements hereof and those incorporated herein from the Grant Contract and pursuant to all applicable laws, rules, regulations, and permits.

ARTICLE IV. RIGHT OF ENFORCEMENT IN STATE

In the event that the Declarant fails to comply with the terms of this Restoration Declaration, pursuant to the terms of the Grant Contract between the Declarant and the State acting by and through the Fund, the State has the independent right to enforce the terms of this Restoration Declaration through any and all authorities available under State law. Any forbearance by the State to exercise this right of enforcement may not be deemed or construed to be a waiver by the State of such right in general or with respect to a specific violation of any of the terms of this Restoration Declaration. The State and its agents and employees have such right of entry and access to the Protection Area as may be necessary to carry out the rights of enforcement set forth herein.

ARTICLE V. DECLARANT'S WARRANTY OF TITLE

The Declarant covenants, represents, and warrants that (i) the Declarant is the sole owner and is seized of the Protection Area in fee simple and has good right to grant and convey the aforesaid Restoration Declaration; (ii) there is legal access to the Property and the Protection Area; (iii) the Protection Area is free and clear of any and all encumbrances, except those exceptions of record, none of which would nullify, impair or limit in any way the terms or effect of this Restoration Declaration; and (iv) the Declarant will defend its title against the claims of all persons whomsoever.

ARTICLE VI. MISCELLANEOUS

A. Stewardship of the Protection Area. Pursuant to the terms of the Grant Contract, the Declarant hereby covenants and agrees that it will monitor and observe the Protection Area in perpetuity to assure compliance with the purposes and provisions of this Restoration Declaration and the provisions of the Grant Contract.

B. Subsequent Transfer of Fee. The Declarant may not convey the Property or any interest therein and may not incur, assume, or suffer to exist any lien upon or with respect to the

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BOONE, NC 28607
828-264-6126; www.dwc-law.com**

Property without disclosing to the prospective buyer the Restoration Declaration, the obligations of an owner of the Property, and limitations on use of the Property hereunder. The Declarant further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Restoration Declaration herein created.

C. Transfer of the Restoration Declaration. The Declarant has the right to transfer this Restoration Declaration to a “qualified conservation organization” under Section 170(h) of the Code, only if the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this declaration and if said transfer is approved by the State acting by and through the Fund or its successor agency.

D. Amendments. The Declarant or its successors in interest in the Protection Area is free to amend this Restoration Declaration to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Restoration Declaration or affects the perpetual duration of this Restoration Declaration. Such amendment(s) require the written consent of both the Declarant and the Fund and will be effective upon recording in the public records of Watauga County, North Carolina. The Declarant acknowledges that it has no right to agree to any activity that would result in the termination of this Restoration Declaration.

E. Interpretation. This Restoration Declaration will be construed and interpreted under the laws of the State, and any ambiguities herein will be resolved so as to give maximum effect to the purposes of this Restoration Declaration as stated herein. Further, this Restoration Declaration will be construed to promote the purposes of the Conservation Agreements Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, such conservation purposes as are defined in Section 170(h) (4) (A) of the Code and set forth in NCGS Chapter 113A, Article 18. If any provision of this Restoration Declaration is found to be invalid, the remainder of the provisions of this Restoration Declaration, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

[SEE FOLLOWING PAGES FOR SIGNATURES AND NOTARY]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**DI SANTI WATSON CAPUA WILSON & GARRETT, PLLC
642 WEST KING STREET, P.O. BOX 193
BOONE, NC 28607
828-264-6126; www.dwc-law.com**

IN WITNESS WHEREOF, Declarant, by authority duly given, has hereunto caused these presents to be executed by its respective officers and its seal affixed, to be effective the day and year first above written.

**DECLARANT:
WATAUGA COUNTY, a North Carolina Body Politic
and Corporate**

By: _____
**John Welch, Chair, Watauga County Board of
Commissioners**

Attest:

**Anita Fogle, Clerk of the Watauga
County Board of County Commissioners
(Corporate Seal of Watauga County)**

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA**

I certify that Anita Fogle, Clerk of the Watauga County Board of County Commissioners personally appeared before me this day, acknowledging to me that she signed the foregoing document in the capacity indicated.

Anita Fogle, Clerk of the Watauga County Board of County Commissioners
Name of Signatory

Date _____

(Official Seal)

Official Signature of Notary

Notary's printed or typed name

My commission expires: _____

**DI SANTI WATSON CAPUA WILSON & GARRETT, PLLC
642 WEST KING STREET, P.O. BOX 193
BOONE, NC 28607
828-264-6126; www.dwc-law.com**

APPROVED AS TO FORM:

DI SANTI WATSON CAPUA WILSON & GARRETT, PLLC

By: _____
ANTHONY S. DI SANTI
WATAUGA COUNTY ATTORNEY

ACCEPTED AS TO FORM:

NORTH CAROLINA CLEAN WATER MANAGEMENT TRUST FUND

BY: _____
RESTORATION/STORMWATER PROJECT MANAGER

DI SANTI WATSON CAPUA WILSON & GARRETT, PLLC
642 WEST KING STREET, P.O. BOX 193
BOONE, NC 28607
828-264-6126; www.dwc-law.com



(53.927A)
TOWN OF BOONE
2921-10-3970-000

(0A)

(0.25A)
WATAUGA COUNTY
2921-10-0136-000

(3.94A)
POWERS, LNNMMA
2921-09-9665-000

(3783A)
NORTH CAROLINA D
2917-21-3998-000

2920-09-9665-000
(3.94A)
POWERS, LNNMMA

2921-00-6676-000

(7.64A)
WATAUGA COUNTY

2921-09-0000-000

(4.067A)
APPR REAL ESTATE

2920-09-7567-000

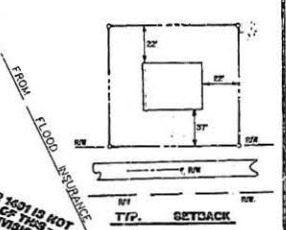
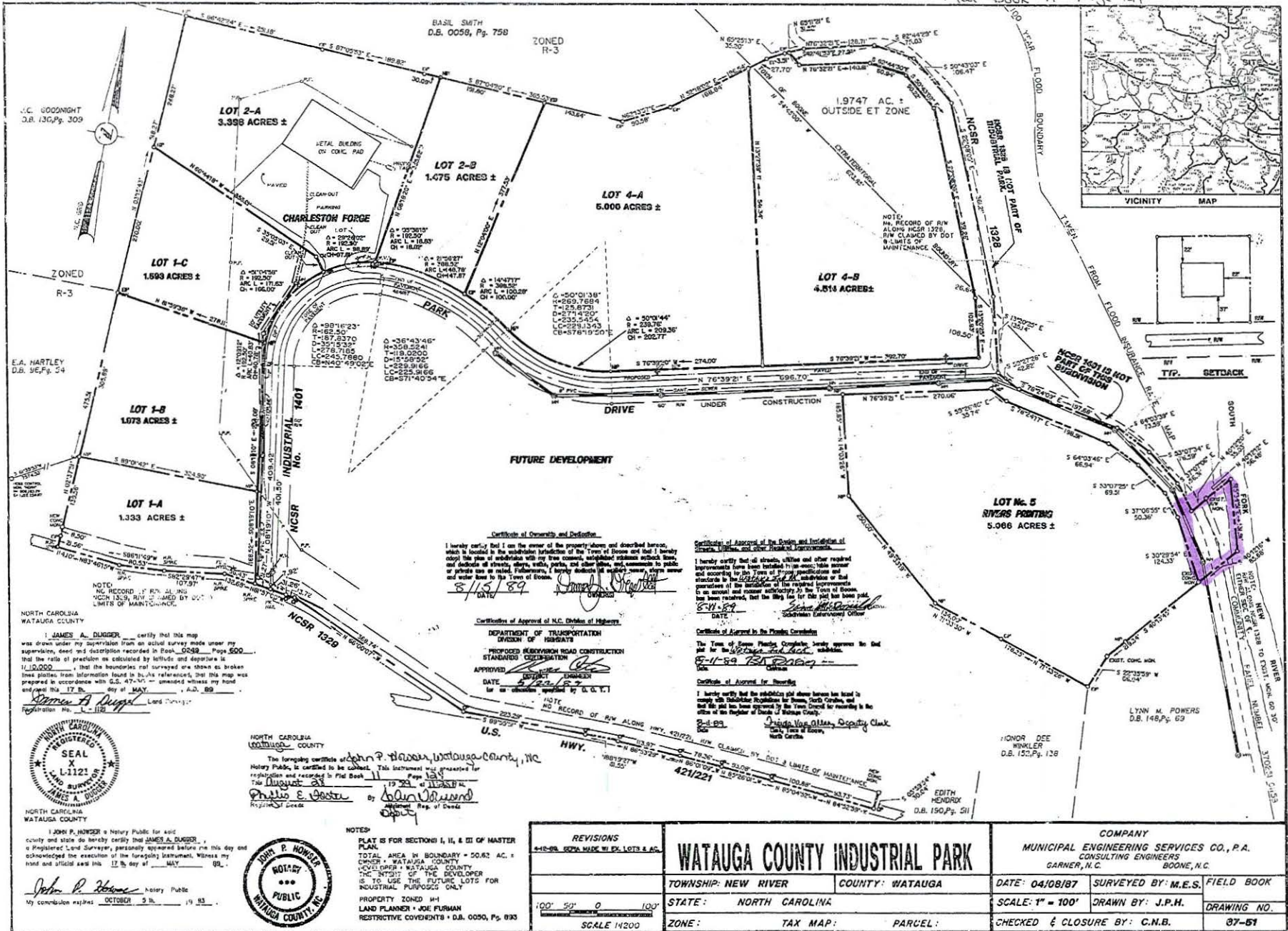
(3.397A)
BOONESHINE HOLDI
2921-00-2455-000

(1A)
MILLER, JOSEPH C
30-000

(4.008A)
MILLER, JOE C

2920-09-0681-000

Plat Book 11 Page 104



Certificate of Ownership and Definition

I hereby certify that I am the owner of the property shown and described herein, which is located in the unincorporated jurisdiction of the Town of Boone and that I hereby adopt the plan of subdivision with my true consent, established within each block, and dedicate to the public, streets, alleys, paths, and other lines, and easements to public or private use as noted. Furthermore, I hereby declare that I have no other claim or other lines to the Town of Boone.

DATE: 8/15/89
 JAMES A. DUGGER, Owner

Certificate of Approval of N.C. Division of Highways

DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROPOSED RECREATION ROAD CONSTRUCTION
 STANDARD COORDINATION
 APPROVED: [Signature]
 DATE: 8/15/89
 For an extension, provided by U. S. V. T.

Certificate of Approval of the Design and Installation of Streets, Utilities, and Other Physical Improvements

I hereby certify that all streets, utilities and other required improvements have been installed in accordance with the plan and according to the Town of Boone specifications and standards in the subdivision of the proposed improvements. I am assured and agree satisfactory to the Town of Boone that the following fee for this plat has been paid:

DATE: 8-14-89
 [Signature]
 Suburban Extension Office

Certificate of Approval by the Planning Commission

The Town of Boone Planning Commission hereby approves the final plat for the [Project Name], [Address].

DATE: 8-14-89
 [Signature]

Certificate of Approval for Records

I hereby certify that the subdivision plat shown herein has been in compliance with the Subdivision Regulations for Boone, North Carolina, and that this plat has been approved by the Town Council for recording in the office of the Register of Deeds of Watauga County.

DATE: 8-14-89
 [Signature]
 County Clerk

I, JAMES A. DUGGER, certify that this map was drawn under my supervision from an actual survey made under my supervision, deed and description recorded in Book 0289, Page 500, that the ratio of precision as calculated by latitude and departure is 1:110,000, and that the boundaries not surveyed are shown as broken lines plotted from information found in his reference, that this map was prepared in accordance with G.S. 47-7-101 as amended unless my hand and seal are official seal this 15th day of MAY, A.D. 89.

[Signature]
 Land Surveyor
 Registration No. L-119



NORTH CAROLINA
 WATAUGA COUNTY

The foregoing certificate of John P. Hendrix, Watauga County, NC, Notary Public, is certified to be correct. This instrument was presented for registration and recorded in Plat Book 11, Page 104.

PHILIP E. WEAVER, Notary Public
 [Signature]
 Notary Public



NOTES:
 PLAT IS FOR SECTIONS I, II, & III OF MASTER PLAN.
 TOTAL AREA IN BOUNDARY = 50.61 AC. ±
 OWNER = WATAUGA COUNTY DEVELOPER = WATAUGA COUNTY. THE INTENT OF THE DEVELOPER IS TO USE THE FUTURE LOTS FOR INDUSTRIAL PURPOSES ONLY.
 PROPERTY ZONED M-1
 LAND PLANNER = JOE FURMAN
 RESTRICTIVE COVENANTS = D.B. 0050, Pg. 893

| | | | | |
|--|---------------------------------------|---------------------|---|--|
| REVISIONS #1-1000 FROM MAKE UP PL. LOTS & AC. | WATAUGA COUNTY INDUSTRIAL PARK | | COMPANY MUNICIPAL ENGINEERING SERVICES CO., P.A. CONSULTING ENGINEERS GARNER, N. C. BOONE, N. C. | |
| TOWNSHIP: NEW RIVER COUNTY: WATAUGA | DATE: 04/08/87 | SURVEYED BY: M.E.S. | FIELD BOOK | |
| STATE: NORTH CAROLINA | SCALE: 1" = 100' | DRAWN BY: J.P.H. | DRAWING NO. | |
| ZONE: TAX MAP: PARCEL: | CHECKED & CLOSURE BY: C.N.B. | 87-51 | | |

Plat Book 11 Page 104



1. South Fork New River Restoration Phase II

- 1,700 linear feet
- Eroding and undermined streambanks
- Falling trees
- No vegetative buffer
- Little aquatic habitat
- Sedimentation
- No floodplain access

AGENDA ITEM 7:

BID AWARD REQUEST FOR COMPLEX I SOFTBALL FIELD FENCING

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request the Board award a bid to Triangle Fence Company for fencing of the Complex I softball field. This is the field located at the new Community Recreation Center (CRC). Funds for this project were included in the replacement of the fields and courts at the Community Recreation Center.

Staff requests the Board award the contract to Triangle Fence Company in the amount of \$27,032.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: September 17, 2020

RE: Bid Award

The Maintenance Department recently submitted bids for the installation of a backstop and fencing for the Complex 1 softball field.

BID SUMMARY

| | |
|----------------------------|----------|
| Triangle Fence, Rhonda, NC | \$27,032 |
| McCall Fence, Gray, TN | \$31,578 |
| AFC, Hickory, NC | \$39,971 |

Staff recommends the bid be awarded to the low bidder, Triangle Fence Company, for a total cost of \$27,032 including labor and materials.

QUOTATION

TRIANGLE FENCE CO., INC.
456 PARDUE FARM RD
RONDA, NC 28670
PH. 336-984-3961 CELL 336-244-2147

9/14/2020

QUOTE TO: Watauga County Maint. Robert Marsh

FROM: Eric Redding

WORK QUOTED: 1 softball field at Boone Complex

12' high plus 4' overhang back

10' high sides attaching to backstop

8' high dugout and sides

5' high sides and outfield

2 3' x 80" man gates with transom overhead

1 12'x5' double drive gate

2 3' x 5' walk gates in outfield

Total material, tax, labor: \$27,032.00

Larry P. McCall – President/CEO
 Bill Hightower - Vice President
 Dennis Day- Vice President
 Paul Addleman - Estimator
 VA Contractors Lic. 2705-112238A



6248 Kingsport Hwy
 Gray, TN 37615
 Phone: (423)477-4882
 Fax: (423)477-3964
 Duns #:134220685

TN Contractors Lic. 50982 BC-30

"The quality you expect....The service you deserve!"



proposal

| | | | | |
|--|-------------------------|-----------------------|---|-------------------------|
| TO: WATAUGA COUNTY MAINTENANCE DEPT | | | DATE: 9/16/2020 | OFFICE USE ONLY: |
| ADDRESS: 274 WINKLERS CREEK RD | | | PROJECT NAME: WATAUGA COUNTY INDUSTRIAL FIELD #2 | |
| CITY:BOONE | STATE:NC | ZIP CODE:28607 | PROJECT LOCATION: BOONE, NC | |
| PHONE:828-264-1430 | FAX:828-264-1473 | | ARCHITECT/ENGINEER: | |
| ATTENTION: ROBERT MARSH ESTIMATOR | | | DATE OF PLANS: | BY: |

McCall Commercial Fencing is pleased to submit our PROPOSAL for furnishing the materials, labor and incidentals for the completion of:

MATERIALS AND LABOR TO INSTALL:

- (1) 48' X 12' PLUS OVERHANG GALVANIZED CHAIN LINK BACKSTOP.
- 80' OF 120" GALVANIZED CHAIN LINK FENCE.
- 160' OF 96" GALVANIZED CHAIN LINK FENCE INCLUDING (2) WALK GATES.
- 542' OF 60" GALVANIZED CHAIN LINK FENCE INCLUDING (2) WALK GATES AND (1) 12' DOUBLE DRIVE GATE.
- TOTAL = \$31,578.00

**NOTE: PROPOSED PRICING DOES NOT INCLUDE ANY OF THE ITEMS BELOW UNLESS SPECIFICALLY NOTED;
 DELEGATED DESIGN, ENGINEERING, STAKING, SURVEYING, EXCAVATION OF ROCK/PAVEMENT/CONCRETE,
 DEWATERING, GROUNDING OF FENCE, PREVAILING WAGE RATES, UNION FEES, PERMITS, OR BONDING.**

ACCEPTED BY: _____ DATE: _____.

All material is guaranteed to be as specified and the above work performed in accordance with the drawings and specifications submitted for the above work.

No allowance has been made for the establishment of the lines on which, or adjacent to which the fence is to be constructed. All surveying shall be the responsibility of the Prime Contractor or Owner

Unless otherwise noted no allowance has been made for bonding or a pro-rata share of the bonding. Upon request, McCall Commercial Fencing, Inc. shall present to the awarding contractor and owner, as needed, documentation demonstrating in force insurance meeting the requirements of this project, and shall keep such insurance in force for the duration of the work.

The awarding party assumes responsibility for the procurement of all needed permits. McCall Commercial Fencing shall, prior to beginning work obtain all applicable local licenses.

The work shall be completed in a workmanlike manner and in a timely fashion for the sum of SEE ABOVE PRICING BREAKOUT (\$)with payments made as follows:
Payment in full within 30 calendar days of completion of the work.

Submitted by:

McCall Commercial Fencing

Dennis Day, Vice President

**This proposal may be withdrawn if not accepted in 30 days

Accepted by:

Organization

Signature

Print Name/Position/Date

Attachment to this proposal are listed as follows:



American Fence Co. of Hickory, LLC

PROPOSAL / PRICE QUOTE

September 8, 2020 ♦ Page 1 of 2

Complex 1 Softball Fence
231 Complex Dr
Boone, NC 28607

OUR SCOPE OF WORK ON THE ABOVE PROJECT IS AS FOLLOWS:

GALVANIZED CHAIN LINK FENCE

Install New:

- 48' 12'H #6GA and #9GA Galvanized Softball Backstop with 4' #11.5GA Overhang – 1 5/8" SCH 40 Rails and 4" SCH 40 Posts set 4' in ground
- 88' 10' #9GA Galvanized Chain Link Fence – 2 1/2" Line Posts, 1 5/8" Top, Mid and Bottom Rail – KK Selvage
- 2 3" SCH 40 End Posts
- 2 3" SCH 40 Corner Posts
- 160' 8' #9GA Galvanized Chain Link Fence – 2 1/2" Line Posts, 1 5/8" Top, Mid and Bottom Rail – KK Selvage
- 6 3" SCH 40 End/Gate Posts
- 4 3" SCH 40 Corner Posts
- 2 3'x 80" Single Gates with 16" Transom
- 542' 5' #9GA Galvanized Chain Link Fence – 2 1/2" Line Posts, 1 5/8" Top and Bottom Rail – KK Selvage
- 6 3" SCH 40 End/Gate Posts
- 2 3" SCH 40 Corner Posts
- 2 3' Single Swing Gates
- 1 12' Double Swing Gate
- 6 3" Hookups

TOTAL PRICE OF MATERIAL AND LABOR, INSTALLED: \$39,971.00

****NOTE**** A 50% Material Deposit will be required. Please add 4% if paying by credit card. If there is any variance between quantities and specifications shown by us and those in your request, please notify us immediately. Unless noted, assumed to be installed in dirt - Core Drilling will result in additional charges/change order. Quote covers listed footages only.

Respectfully Submitted,
Brittany Andrews
Estimator

Acceptance Signature: _____ **Date:** _____

Printed Name & Title: _____

**** Due to the current fluctuation of steel prices, this quote may Be withdrawn by American Fence Co. If Not Accepted Within 10 Days ****



**PO Box 11099 • 919 8th Ave NE • Hickory, NC 28603 •
Phone: (828) 256-6266 • Fax: (828) 256-6211 •
www.americanfence.biz**





American Fence Co. of Hickory, LLC

PROPOSAL / PRICE QUOTE

September 8, 2020 ♦ Page 2 of 2

Property Owner is solely responsible for locating, staking, and clearing all property lines. We are not responsible for any underground obstructions, private or public on your property (such as, but not limited to, sprinkler systems, irrigation systems, private water lines, private electrical, FIBER OPTIC, or pool water lines.)

The Company proposes to sell material and/or labor to the person(s) hereinafter called Customer. Changes in quantity of material, other than amount contracted for, will be debited or credited at current rates.

ACCEPTANCE: This entire proposal, when accepted by the Company becomes a contract between two parties and is not subject to cancellation.

AS OWNERS of the property to be improved, I/We promise to pay for all material, labor, building permits, and finance fees as contracted. Should it become necessary to employ legal services for collection I/We promise to pay all fees incurred plus the usual late charges of \$35 plus 1.5% per month.

The undersigned Customer hereby assumes full responsibility for location of the line upon which said material is to be installed and agrees to hold the Company and the Contractor harmless from all claims arising from questions of survey or location of said lines and from all claims for personal injury, property damage or trespass from or by means of the installation of said fence material.

NOTICE: If contract is changed after the delivery of material, or if undue delay is caused to the Company, there will be an \$85.00 per hour charge for all time lost.

In submitting this proposal, it is assumed that there is **NO UNDERLYING ROCK** on the property which will necessitate **DRILLING** or **BLASTING**, or any other **UNUSUAL CONDITIONS** involving **EXTRA LABOR**, in the erection/installation of this fence. Should any of the above conditions be encountered or should any **CHANGES** be made by Customer after **SHIPMENT** is made, **ADDITIONAL CHARGES WILL BE INCURRED** covering actual cost of work, **PLUS FIFTEEN PERCENT**.

NO CONDITIONS, AGREEMENTS, or STIPULATIONS, VERBAL, or OTHERWISE, save those mentioned above shall be recognized.

SIGNATURE: _____ **DATE:** _____

PRINTED NAME & TITLE: _____



PO Box 11099 • 919 8th Ave NE • Hickory, NC 28603 •
Phone: (828) 256-6266 • Fax: (828) 256-6211 •
www.americanfence.biz



COMPLEX 1 SOFTBALL FENCING

Address

231 Complex Drive, Boone, NC 28607

Scope:

Provide and install backstop, 10', 8' and 5' fencing for dugouts and outfield fencing

BACKSTOP

6 gauge ground to 6' above ground

9 gauge above 6 gauge to cantilever

11 gauge cantilever

4" OD Sch 40 Gav posts

1-5/8" Sch 40 gav rails

General Notes

All gav fence fabric knuckle type top and bottom, GAW, 2" mesh

All posts and rails shall be sch 40 gav

All fence accessories shall be gav

Chain link fencing shall be stretched between terminal post and intermediate post using proper equipment and secured with tension bands, bars (1/4" X 3/4"). Tie wire (9 gauge) and clips.

10', 8' and 5' Fence

9 gauge GAW

1 5/8" OD top, intermediate and bottom rail. (No intermediate rail on 5' fence)

3" OD corner posts

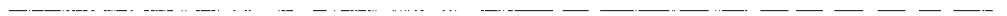
2 1/2 line posts

Gates

(2) 36" X 80" installed in 8' high fencing at a location TBD

(1) 12' X 60" (two 6' panels) installed on 3rd baseline of 5' fencing at location TBD

(2) 36" X 60" installed in outfield fence at location TBD









AGENDA ITEM 8:**PROPOSED ADDITIONAL APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS****MANAGER'S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept additional funding for the two (2) county senior centers in the amount of \$14,020. The L. E. Harrill Senior Center, as a Center of Excellence, is eligible to receive \$10,515 which requires a 25% local match of \$3,505. The Western Watauga Community Center is eligible to receive \$3,505, which requires a 25% local match of \$1,168. The required match is present in the agency's FY21 budget.

Board action is required to accept the additional funding in the amount of \$14,020 and the twenty-five percent (25%) local match.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: September 25, 2020

SUBJ: Request for Board of Commissioners' Consideration: Additional Appropriation of State Funds for Senior Centers

The Project on Aging received notification that each of the County's two senior centers are eligible to receive Senior Center General Purpose funding in the amount of \$14,020 on a reimbursement basis through an appropriation from the NC General Assembly and the Division of Aging. The L. E. Harrill Senior Center, as a Center of Excellence, is eligible to receive \$10,515 which requires a 25% local match of \$3,505. The Western Watauga Community Center is eligible to receive \$3,505, which requires a 25% local match of \$1,168. The required match is present in the agency's FY21 budget.

These funds can be used to support and develop programming and general operations including salaries, supplies, equipment, capital outlay, and other operating costs. We plan to use the funds to purchase equipment and supplies, and to cover other various ongoing expenses.

I recommend acceptance of these funds. I will plan to be present for discussion and questions.

Thank you for your consideration.

**CONTRACT Between
HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and**

Watauga County Project on Aging

Federal Tax ID# 566001816

Lois E. Harrill Senior Center

Name of Senior Center Being Funded

I. Parties to the Contract:

This Contract, made and entered into this 22nd day of September by and between Watauga County Project on Aging , hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency". This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period:

This Contract period is effective July 1, 2020 and terminates on June 30, 2021, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status:

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. Liabilities and Legal Obligations:

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

**Nicole Hiegl, Director
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434 Ext. 122**

For the Contractor:

Watauga County Project on Aging (Name)
132 Poplar Grove Conn. (Address)
Suite A, Boone, NC 28607
(828) 265-8090 (Phone Number)

VI. General Provisions:

- A. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- B. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In

witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency:

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor:

- A. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- B. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, contractor will comply with reporting requirements as defined by the G.S. 146-6.2 (see Attachment A).
- C. Submitting any other plans, reports, documents or other products that the Agency may specify.
- D. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- E. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administrator.
- F. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.
- G. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1 Section 13.

IX. Payment for Services:

Payment to the contractor will be conducted in the following manner:

- A. The High Country Council of Governments will pay the contractor \$14,020. State funds will not exceed 75% of total expenditures. The total match requirement is \$4,673. Total funding, including minimum local match is \$18,693.
- B. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2021.
- D. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials:

The Contractor may copyright materials originated in the performance of this contract. These copyrights notwithstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive and

irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment:

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal of extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination:

This Contract may be canceled in whole or in part at any time:

- A. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- B. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- C. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default:

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the

Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

Attest:

_____ By: _____
Contractor

High Country Area Agency on Aging

Attest:

_____ By: _____
Nicole Hiegl, Area Agency on Aging Julie Wiggins, Executive Director
High Country Council of Governments High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: _____
Julie Page, Finance Officer
High Country Council of Governments

**CONTRACT Between
HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and**

Watauga County Project on Aging

Federal Tax ID# 566001816

Western Watauga Community Center

Name of Senior Center Being Funded

I. Parties to the Contract:

This Contract, made and entered into this 22nd day of September by and between Watauga County Project on Aging , hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency". This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period:

This Contract period is effective July 1, 2020 and terminates on June 30, 2021, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status:

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. Liabilities and Legal Obligations:

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract:

The persons named below shall be administrators for the respective parties and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

**Nicole Hiegl, Director
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434 Ext. 122**

For the Contractor:

Watauga County Project on Aging (Name)

132 Poplar Grove Conn. (Address)

Suite A, Boone, NC 28607

(828)265-8090 (Phone Number)

VI. General Provisions:

- A. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- B. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In

witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency:

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor:

- A. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- B. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, contractor will comply with reporting requirements as defined by the G.S. 146-6.2 (see Attachment A).
- C. Submitting any other plans, reports, documents or other products that the Agency may specify.
- D. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- E. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administrator.
- F. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.
- G. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would

conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of interest in accordance with G.S. 143-6.1 Section 13.

IX. Payment for Services:

Payment to the contractor will be conducted in the following manner:

- A. The High Country Council of Governments will pay the contractor \$14,020. State funds will not exceed 75% of total expenditures. The total match requirement is \$4,673. Total funding, including minimum local match is \$18,693.
- B. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2021.
- D. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials:

The Contractor may copyright materials originated in the performance of this contract. These copyrights notwithstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive and

irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment:

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be performed under this agreement are required. Such changes, including but not limited to any renewal or extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination:

This Contract may be canceled in whole or in part at any time:

- A. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- B. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- C. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default:

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the

Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

Attest:

_____ By: _____
Contractor

High Country Area Agency on Aging

Attest:

_____ By: _____
Nicole Hiegl, Area Agency on Aging Julie Wiggins, Executive Director
High Country Council of Governments High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: _____
Julie Page, Finance Officer
High Country Council of Governments

AGENDA ITEM 9:

EMERGENCY SERVICES MATTERS

A. Proposed Acceptance of Domestic Preparedness Region Project

MANAGER’S COMMENTS:

Mr. Will Holt, Emergency Services Director, will request the Board accept the Fiscal Year 2020 Homeland Security Grant Program (HSPG) in the amount of \$26,000 for the purchase of nine Interoperable Redundant Communications Platforms. No County match is required and additional funds have been budgeted for the data plan requirements. The nine platforms will be dispersed across our Domestic Preparedness Region with Watauga County retaining one as part of sponsoring the grant.

Board action is required to accept the grant for \$26,000 from the Homeland Security Grant Program.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

September 29, 2020

To: Board of Commissioners

CC: Deron Geouque, County Manager
Misty Watson, Finance Director
Anita Fogle, Clerk to the Board

Subject: Acceptance of FY20 Domestic Preparedness Region Project

Board of Commissioners,

Please consider my request to accept the FY20 HSPG Grant part of the Domestic Preparedness Region program for the purchase of nine Interoperable Redundant Communications Platforms. This grant is in the amount of \$26,000.00 with no County match required and additional funds have been budgeted for the data plan requirements. The nine platforms will be dispersed across our DPR region with Watauga County retaining one as part of sponsoring the grant. This system creates a data network where there is very little coverage by capturing the signal from the closest cell tower. Another feature is the ability to create another independent network on a carrier that offers WPS – which is a key consideration in the terrorism realm when it comes to populated areas where data may be maxed out. The mobile network platforms contain equipment as follows:

- A purpose-built backpack with solar panels for backup power to the device
- Cradlepoint IBR9001200M modem w/5yr maintenance service plan
- 13' collapsible mast with a directional antenna

Respectfully,

Will Holt
ES Director



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

William Holt
Watauga County
184 Hodges Gap Rd
Boone, NC 28607-8736

Period of Performance: September 1, 2020 to February 28, 2023
Project Title: Interoperable Redundant Communications Platfo
Total Amount of Award: \$26,000.00
MOA #: 2040036

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant #: EMW-2020-SS-00023

Memorandum of Agreement (MOA)

between

Recipient:State of North Carolina
Department of Public Safety
Emergency Management**Subrecipient:**Watauga County
Tax ID/EIN #: 566001816-A
Duns #: 08-998-8216**MOA #:** 2040036**Award amount:** \$26,000.00**Period of performance:**

September 1, 2020 to February 28, 2023

DPS fund code: 1502-7A38-3H20

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

By initialing, the Subrecipient requests that the Recipient retains funds effective September 1, 2020. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management or its assigns to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of awarded funds through the FY 2020 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management or its assigns to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness,

response, and recovery capabilities. See Attachment 1 for detailed Scope of Work. Subrecipient in returning management responsibilities back over to North Carolina Emergency Management or its assigns relieves itself from requirements set forth in this MOA.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

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

5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2023.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 HSGP Application Packet, incorporated by reference herein.

The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the

grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2020. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2023.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and

Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R . Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2023.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th* , *April 15th* , *July 15th* and *October 15th*. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA (attachment 5).
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant including Grant- Funded Typed Resource Report (attachment 3).
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 HSGP NOFO announcement and Grant Award and Special Conditions documents including DHS Standard Terms and Conditions (attachment 4).
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 HSGP NOFO announcement, available at: www.fema.gov. 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

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

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party

may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

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

A subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.

A subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must within 9 months of the subrecipient's fiscal year end:

- A. Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (<https://www.gao.gov/yellowbook>).
- C. Make copies of the single audit available to the public.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

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

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

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

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 HSGP NOFO announcement.

22. Entire Agreement

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

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Prohibition on purchasing certain telecommunications

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

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

Replacement Equipment and Services

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

Definitions

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

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

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

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

26. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

27. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling

B. Documentation to be provided throughout the Period of Performance of the grant:

- i. Quarterly project progress reports
- ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
- iii. After-action report from exercise
- iv. Training course roster and description
- v. Any other documentation that would be pertinent
- vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

- vii. Proof of payment of expenses associated with the project

28. Lobbying Prohibition

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

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

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded

full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

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

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

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

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

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other

requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

32. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

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

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

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace

- iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

34. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2020. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

35. Term of this Agreement

This agreement shall be in effect from September 1, 2020 to February 28, 2023.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2020.

**N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

**WATAUGA COUNTY
184 HODGES GAP RD
BOONE, NC 28607-8736**

DocuSigned by:
Michael A. Sprayberry
BY: _____
**MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY**

DocuSigned by:
Deron George
BY: _____
EE3782EAD72640F...

APPROVED AS TO PROCEDURES:

BY: _____
**TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**

BY: _____

DocuSigned by:
William Polk
BY: _____
**WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

BY: _____
**ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

| Applicant <i>This is the agency applying for grants.</i> | | | |
|--|-----------------------------------|-----------------|------------|
| Applying agency | Watauga County Emergency Services | | |
| Street address | 184 Hodges Gap Road, Suite D | | |
| City | Boone | ZIP + 4 | 28607-8635 |
| Email | Will.Holt@watgov.org | | |
| EIN/Tax ID number | 56-6001816 | | |
| DUNS number | 089988216 | | |
| SAM registered | Yes | Expiration date | 3/4/2020 |
| Is the agency applying as a nonprofit with 501(c)(3) status? | | | No |
| Your name | William Holt | | |
| Are you authorized to apply for grants on behalf of the applying agency? | | | Yes |

Field help

Point of contact

| Grants point of contact <i>This is the focal point for any ongoing communications regarding the grants.</i> | | | |
|---|-----------------------------------|----------------|----------------------------------|
| Name | William Holt | | |
| Agency | Watauga County Emergency Services | | |
| Title | ES Director | | |
| Phone (work) | 828-264-4235 | Phone (mobile) | Click or tap here to enter text. |
| Street address | 184 Hodges Gap Road, Suite D | | |
| City | Boone | ZIP + 4 | 28607-8635 |
| Email | Will.Holt@watgov.org | | |

Field help

MOA signatory

| Grants MOA signatory | | | |
|---|----------------------------------|---------|----------------------------------|
| <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional information section.</i> | | | |
| Name | Deron Geouque | | |
| Agency | Watauga County | | |
| Title | County Manager | | |
| Street address (not PO Box) | 814 W. King Street | | |
| City | Boone | ZIP + 4 | 28607-8635 |
| Email | Deron.Geouque@watgov.org | | |
| Name | Click or tap here to enter text. | | |
| Agency | Click or tap here to enter text. | | |
| Title | Click or tap here to enter text. | | |
| Street address (not PO box) | Click or tap here to enter text. | | |
| City | Click or tap here to enter text. | ZIP + 4 | Click or tap here to enter text. |
| Email | Click or tap here to enter text. | | |

[Field help](#)

Host local government (if project funds are being returned to the State)

Projects

Complete information for up to three projects.

Project # 1

Enter requested information in the sections listed below.

Project information

| General information | | | |
|--|---|-----------------------|-----|
| <i>Enter information describing the project.</i> | | | |
| Title | Cellular Data Internet Access Cradlepoint Package | | |
| Description | <p>Due to the terrain of Western NC, our counties experience many instances where they have no ability for communication – no cell signal, radios won't work, etc... This project gives our counties the ability to ensure priority communication over common carrier media, such as cellular phones or telephone land lines. This project includes equipment and systems that provide connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations, SAR operations, wildland fire operations, etc... The mobile network is as follows:</p> <ul style="list-style-type: none"> • A purpose built backpack with solar panels for backup power to the device • Cradlepoint IBR9001200M modem w/5yr maintenance service plan • 21' collapsible mast with a directional antenna <p>This system creates a data network where there is very little coverage by capturing the signal from the closest cell tower. Another feature is the ability to create another independent network on a carrier that offers WPS – which is a key consideration in the terrorism realm when it comes to populated areas where data may be maxed out.</p> | | |
| Goal | To ensure our counties have the ability to communicate in all kinds of terrain for all kinds of emergencies – CBRNE response operations, SAR operations, wildland fire operations, etc... | | |
| Classification | DPR | DPR number (if "DPR") | 8 |
| Is project deployable? | | | Yes |
| Is project shareable? | | | No |
| Does the project contribute to the development or operation of the fusion center? | | | No |
| Does this project support a previously awarded investment? | | | No |
| Construction/renovation required | No | | |
| Structural attachment required | No | | |
| Core capabilities addressed | | | |
| <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i> | | | |
| Primary | Operational Coordination | | |
| Secondary | Operational Communications | | |
| Capabilities building | Build (increase current capabilities) | | |
| Project timeline milestones | | | |
| <i>List the major project events and their completion dates.</i> | | | |
| Milestone | Completion Date | | |
| NC enters into MOA with applicant and MOA is executed | 12/2020 | | |
| Bid specs are developed and project goes out to bid | 3/2021 | | |
| Bids received, reviewed and awarded | 3/2021 | | |
| Equipment ordered | 6/2021 | | |
| Equipment received | 10/2021 | | |
| Cost Report submitted to NCEM | 12/2021 | | |

| Funding summary | | |
|--|----------------|-------------------------|
| <i>For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).</i> | | |
| Activity area | Funding amount | Funds dedicated to LETP |
| Planning | Enter amount. | Enter amount. |
| Equipment | \$26,000 | Enter amount. |
| Training | Enter amount. | Enter amount. |
| Exercise | Enter amount. | Enter amount. |
| Total funding | \$26,000 | Enter total. |

Field help

[Additional information \(if needed\)](#)

Add any information not accommodated by the application form here.

| |
|---|
| Project information <i>Enter additional project information in the space below.</i> |
| |

Project # 2

Project # 3

Certification

| Certification | |
|--|--|
| <i>Review each certification item and check where appropriate.</i> | |
| I certify that: | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. <input type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. <input type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG. |

Attachment 2

Quarterly Progress Report

FY 2020 HSGP

Subrecipient: Watauga County

MOA #: 2040036

Grant award amount: \$ 26,000.00

| <i>Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.</i> | | |
|--|--|----------------|
| Quarter | <input type="checkbox"/> October – December (due January 15) <input type="checkbox"/> January – March (due April 15) <input type="checkbox"/> April – June (due July 15) <input type="checkbox"/> July – September (due October 15) | |
| Funds expended prior quarters | Click or tap here to enter text. | |
| Funds expended this quarter | Click or tap here to enter text. | |
| Activities | Metric | Current Status |
| Equipment | Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc. | |
| Planning | Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made. | |
| Training | Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster. | |
| Exercise | Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report. | |
| Submitted by | Click or tap here to enter text. | |
| Date | Click or tap here to enter text. | |

Forward the completed report to ncemgrants1@ncdps.gov.

Attachment 3

Attachment 3 - EXAMPLE**Grant-Funded Typed Resource Report**

100620 BCC Meeting

Tool Instructions:

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

| SUBGRANTEE: | | GRANT#: | | PROJECT: | | | | | | | |
|-----------------------|---|-------------------------------|-------------|--|---------------------------|--|--------------------------|---|---------------------------|------------------|----------|
| Carolina County | | 2013-SS-00033-S01-13xx | | Generators & Generator Switches | | | | | | | |
| Equipment or Training | NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported | NIMS Typed Resource Supported | NIMS Type # | State/Local Typed Resource Supported (if applicable) | Typed Equipment Purchased | # of Personnel Trained for Typed Teams | # of Typed Teams Trained | Sustain Current Capability/Add New Capability | Core Capability Supported | Cost of Purchase | Comments |

| | | | | | | | | | | | |
|-----------|---------------------------|---|---------------------|-----------------|----------------------------------|-----|-----|-----------------|--|---------------|---|
| Equipment | Fire / Hazmat | HazMat Entry Team | I | N/A | WMD Liquid Splash-Protective CPC | N/A | N/A | Add New | Environmental Response / Health and Safety | \$ 90,000.00 | This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team. |
| Training | Incident Management | Incident Management Team | III | N/A | N/A | 53 | 2 | Sustain Current | Operational Coordination | \$ 150,000.00 | This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training. |
| Equipment | Public Health and Medical | State / Local Other (provide in comments section) | State / Local Other | Water Ambulance | ALS Rescue Boat | N/A | N/A | Add New | Mass Care Services | \$ 100,000.00 | The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource. |
| Training | Search and Rescue | US&R Task Forces | II | N/A | N/A | 63 | 23 | Sustain Current | Mass Search and Rescue Operations | \$ 75,000.00 | 63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring. |

Attachment 4

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

2020 DHS Standard Terms and Conditions

[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

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

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

2020 DHS Standard Terms and Conditions

- XIV. False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)
- XV. Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)
- XVI. Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- XVII. Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.
- XVIII. Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)
- XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XX. Lobbying Prohibitions**
Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

2020 DHS Standard Terms and Conditions

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#),) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Attachment 5

Required Sub-Recipient File Documentation

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

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

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

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

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

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

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

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

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

AGENDA ITEM 9:

EMERGENCY SERVICES MATTERS

B. Proposed Acceptance of Communications Grant on Behalf of North Carolina Emergency Management (NCEM)

MANAGER'S COMMENTS:

Mr. Holt will request the Board to accept the FY20 HSPG Grant as a subrecipient on behalf of North Carolina Emergency Management (NCEM) for their use in replacing antiquated radios.

The grant is in the amount of \$307,000.00 with no county match and will be executed by the NCEM Communications Branch. In exchange for the County's assistance, priority will be given to replace the Western Branch radios first, specifically Area 12 which covers Watauga County.

Board action is required to accept the grant and serve as the subrecipient on behalf North Carolina Emergency Management.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

September 29, 2020

To: Board of Commissioners

CC: Deron Geouque, County Manager
Misty Watson, Finance Director
Anita Fogle, Clerk to the Board

Subject: Acceptance of Communications Grant on behalf of NCEM

Board of Commissioners,

Please consider my request to accept the FY20 HSPG Grant as a subrecipient on behalf of North Carolina Emergency Management (NCEM) for their use in replacing antiquated radios assigned to NCEM for use in all 100 Counties and the Eastern Band of the Cherokee Indians. This grant is in the amount of \$307,000.00 and will be executed by the NCEM Communications Branch. In exchange for the County's assistance, priority will be given to replacement of the Western Branch radios first, specifically the Area 12 Coordinator which covers Watauga County.

Respectfully,

Will Holt
ES Director



Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

Greg Hauser
Watauga County
184 Hodges Gap Rd
Boone, NC 28607-8736

Period of Performance: September 1, 2020 to February 28, 2023
Project Title: NCEM Communications - Portable Radio Replacem
Total Amount of Award: \$307,000.00
MOA #: 2040048

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



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www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant #: EMW-2020-SS-00023

Memorandum of Agreement (MOA)

between

Recipient:State of North Carolina
Department of Public Safety
Emergency Management**Subrecipient:**Watauga County
Tax ID/EIN #: 566001816-A
Duns #: 08-998-8216**MOA #:** 2040048**Award amount:** \$307,000.00**Period of performance:**

September 1, 2020 to February 28, 2023

DPS fund code: 1506-8182-6H20

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

___ By initialing, the Subrecipient requests that the Recipient retains funds effective September 1, 2020. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management or its assigns to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of awarded funds through the FY 2020 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management or its assigns to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness,

response, and recovery capabilities. See Attachment 1 for detailed Scope of Work. Subrecipient in returning management responsibilities back over to North Carolina Emergency Management or its assigns relieves itself from requirements set forth in this MOA.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

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

5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2023.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 HSGP Application Packet, incorporated by reference herein.

The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the

grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2020. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2023.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and

Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R . Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2023.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th* , *April 15th*, *July 15th* and *October 15th*. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA (attachment 5).
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant including Grant- Funded Typed Resource Report (attachment 3).
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 HSGP NOFO announcement and Grant Award and Special Conditions documents including DHS Standard Terms and Conditions (attachment 4).
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 HSGP NOFO announcement, available at: www.fema.gov. 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

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

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party

may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

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

A subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.

A subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must within 9 months of the subrecipient's fiscal year end:

- A. Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (<https://www.gao.gov/yellowbook>).
- C. Make copies of the single audit available to the public.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

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

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

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

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 HSGP NOFO announcement.

22. Entire Agreement

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

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Prohibition on purchasing certain telecommunications

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

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

Replacement Equipment and Services

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

Definitions

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

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

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

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

26. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

27. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling

B. Documentation to be provided throughout the Period of Performance of the grant:

- i. Quarterly project progress reports
- ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
- iii. After-action report from exercise
- iv. Training course roster and description
- v. Any other documentation that would be pertinent
- vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

- vii. Proof of payment of expenses associated with the project

28. Lobbying Prohibition

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

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

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded

full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

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

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

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

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

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other

requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

32. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

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

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

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace

- iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

34. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2020. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

35. Term of this Agreement

This agreement shall be in effect from September 1, 2020 to February 28, 2023.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2020.

**N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

**WATAUGA COUNTY
184 HODGES GAP RD
BOONE, NC 28607-8736**

DocuSigned by:
Michael A. Sprayberry
BY: _____
**MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY**

DocuSigned by:
Henry Haman
BY: _____
C6405A1865FF4E5...

APPROVED AS TO PROCEDURES:

BY: _____
**TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**

BY: _____

DocuSigned by:
William Polk
BY: _____
**WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

BY: _____
**ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) State Applications

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

| | | | |
|--|-------------------------------------|-----------------|-----------|
| Applicant <i>This is the agency applying for grants.</i> | | | |
| Applying agency | North Carolina Emergency Management | | |
| Street address | 1636 Gold Star Dr | | |
| City | Raleigh | ZIP + 4 | 27607 |
| Email | Greg.hauser@ncdps.gov | | |
| EIN/Tax ID number | 30-0712287 | | |
| DUNS number | 0783517860000 | | |
| SAM registered | Yes | Expiration date | 1/17/2021 |
| Is the agency applying as a nonprofit with 501(c)(3) status? | | | No |
| Your name | Greg Hauser | | |
| Are you authorized to apply for grants on behalf of the applying agency? | | | Yes |

Field help

Point of contact

| | | | |
|---|-------------------------------------|----------------|---------------|
| Grants point of contact <i>This is the focal point for any ongoing communications regarding the grants.</i> | | | |
| Name | Greg Hauser | | |
| Agency | North Carolina Emergency Management | | |
| Title | Communications Branch Manager | | |
| Phone (work) | (919)825-2262 | Phone (mobile) | (919)618-0536 |
| Street address | 1636 Gold Star Dr. | | |
| City | Raleigh | ZIP + 4 | 27607 |
| Email | Greg.hauser@ncdps.gov | | |

Field help

MOA signatory

| Grants MOA signatory | | | |
|---|-------------------------------------|---------|-------|
| <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional information section.</i> | | | |
| Name | Greg Hauser | | |
| Agency | North Carolina Emergency Management | | |
| Title | Communications Branch Manager | | |
| Street address (not PO Box) | 1636 Gold Star Dr | | |
| City | Raleigh | ZIP + 4 | 27607 |
| Email | Greg.hauser@ncdps.gov | | |
| Name | Will Holt | | |
| Agency | Watauga County Emergency Services | | |
| Title | Emergency Services Director | | |
| Street address (not PO box) | 184 Hodges Gap Rd. | | |
| City | Boone | ZIP + 4 | 28607 |
| Email | Will.holt@watgov.org | | |

[Field help](#)

Projects

Complete information for up to three projects.

Project # 1

Enter requested information in the sections listed below.

[Project information](#)

[Budget](#)

| Planning/Training/Exercise costs | | | | | | | |
|---|----------------------------------|----------|-----------|---------------|-----|-------------------|-------------|
| <i>For each cost item select an activity area and then a description and the amount.</i> | | | | | | | |
| Activity area | Description | | | | | | Cost |
| Choose an item. | Click or tap here to enter text. | | | | | | Enter cost. |
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| Equipment costs | | | | | | | |
| <i>Enter equipment items and their costs into the table and then enter the total of the costs in the field below.</i> | | | | | | | |
| Description | AEL # | Quantity | Item cost | Extended cost | Tax | Shipping/handling | Total cost |
| Motorola APX8000XE Multiband Portable Radio w/charger | 06CP-01-PORT | 40 | \$8528 | | | | \$341,120 |
| Motorola XP Remote Speaker Mic | 06CP-03-PRAC | 25 | \$244 | | | | \$6,100 |
| Click or tap here to enter text. | | | | | | | Enter cost. |
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| Funding summary | | |
|--|------------------|-------------------------|
| <i>For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).</i> | | |
| Activity area | Funding amount | Funds dedicated to LETP |
| Planning | Enter amount. | Enter amount. |
| Equipment | \$347,220 | Enter amount. |
| Training | Enter amount. | Enter amount. |
| Exercise | Enter amount. | Enter amount. |
| Total funding | Enter total. | Enter total. |

Field help

[Additional information \(if needed\)](#)

Add any information not accommodated by the application form here.

| Project information |
|--|
| <i>Enter additional project information in the space below.</i> |
| <p>NCEM currently uses the North Carolina Voice Interoperability Plan for Emergency Responders (VIPER) 800-Megahertz (MHz) radio system to communicate on a daily basis. In 2019 the North Carolina State Highway Patrol (NCSHP), the administrators of VIPER, announced that in 2024 all current Motorola XTL model mobile and XTS model portable radios will no longer work on the VIPER radio system due to technology advances. NCEM currently has over 240 XTS and XTL radios on the VIPER system that need to be replaced before the 2024 deadline. This is a known, required, expense in order to keep this capability post 2024.</p> <p>This project will replace the Motorola XTS portable radios that NCEM command and field staff currently use. The recommended replacement radios, the Motorola APX8000XE portables will increase the capability and operability for NCEM command and field staff. This new, more capable equipment, will allow staff to communicate on multiple frequency bands, whereas today we are limited to one (1) band. These portable radios will be programmed with the required national mutual aid frequencies (7TAC, 8TAC, VTAC, UTAC) as outlined in the National Interoperable Field Operations Guide (NIFOG).</p> <p>The specific request is for the purchase of 40 of these portable radios. This will replace the radios for command staff, remaining area coordinators, branch managers and all-hazards planners.</p> |

These radios will not only provide operational communications for personnel, it will provide an interoperability tool to help coordinate the operational needs of our federal, partner state and local stakeholders.

This project aligns with the North Carolina State Interoperability Communications Plan (SCIP) which identifies the following objective: “Support and maintain current funding sources for emergency communications and identify additional funding sources to fill capability gaps for LMR systems across the state.” This project directly identifies a known gap and provides the means to fill that gap prior to it becoming an issue.

Project # 2

Project # 3

Certification

| Certification | |
|--|---|
| <i>Review each certification item and check where appropriate.</i> | |
| I certify that: | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Preparedness Grants Branch Manager and an updated application must be submitted. <input checked="" type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. |

AGENDA ITEM 9:**EMERGENCY SERVICES MATTERS*****C. Bid Award Request for Rich Mountain Tower Generator Installation*****MANAGER'S COMMENTS:**

Mr. Will Holt will request the Board to approve the purchase of a replacement back-up generator and transfer switch in the amount of \$63,201.33 for the Rich Mountain radio site. The current generator was destroyed by lightning and the site currently only has battery back-up. The installation quote is from the State contract vendor who is also our current vendor for all tower construction operations. An insurance claim has been filed; adequate funds have been budgeted to cover any expenses not paid by insurance as this site was scheduled for upgrades based on our communications plan.

Board action is required to approve the \$63,201.33 contract.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

September 29, 2020

To: Board of Commissioners

CC: Deron Geouque, County Manager
Misty Watson, Finance Director
Anita Fogle, Clerk to the Board

Subject: Replacement of the Rich Mountain Tower Generator

Board of Commissioners,

Please consider my request to purchase a replacement back-up generator and transfer switch in the amount of \$63,201.33 for our Rich Mountain radio tower. The current generator was destroyed by lightning recently and that tower site currently only has battery back-up if grid power is lost. The replacement generator and transfer are in line with the power requirements for the site's upgrade, commensurate with what will be at all other Watauga County tower sites (including State Viper sites), and is being given competitive group pricing through the Sheriff's Association. The installation quote is provided by the State contract vendor who is also our current vendor for all tower construction operations. While an insurance claim is in process, any funds not covered by insurance have been budgeted for the generator as part of the radio infrastructure upgrade project.

Respectfully,

Will Holt
ES Director



September 30, 2020

Marty Randall
President
10-18 Consulting
2074 Pinnacle Church Road
Nebo, NC 28761

100620 BCC Meeting
Proposal
Boone
Generator Replacement
ETS #: 20xxxx
September 30, 2020
Revision 1

Subject: **Boone
Generator Replacement**

Mr. Randall:

ETS can perform the requested services for the following fees:

| Item | Price | Scope |
|--|-----------------|--|
| Site Visit | \$1,500.00 | Site visit to gain all needed information to complete Construction and Zoning Drawings. |
| Construction and Zoning Drawings | \$3,500.00 | Complete drawings package for permitting. |
| Forklift | \$2,200.00 | Required on site to offload materials and for setting the new generator as well as removal of the old generator. |
| Foundation Installation Testing and Inspection | \$2,500.00 | Concrete testing and all required inspections. |
| Generator Installation - Materials | \$10,850.00 | Covers all materials needed to perform the generator installation. Generator to be supplied by customer. |
| Project Management | \$2,500.00 | |
| Generator Installation - Labor | \$17,350.00 | Covers all labor, tools, and equipment needed to perform the generator installation. |
| Lump Sum | \$40,400 | |

Please feel free to call or email with any questions or concerns. Thank you for the opportunity.

Best Regards,

J. Eric Dickerson, E.I., CWI, GC
Vice President
Engineered Tower Solutions, PLLC
919.280.4191 - Mobile
eric.dickerson@ets-pll.com

Proposal Accepted by: _____ Date: _____



Date: September 8, 2020

Reference: Watauga County Emergency Services

Contract 20-04-0506R

| Item # | Base Price Description | Amount |
|--------|--|----------------------|
| 1 | Lot 112 - Diesel Generator Model SD40 | \$26,828.00 |
| | NCSA 38% Discount | <u>(\$10,194.64)</u> |
| | Net Base Price | \$16,633.36 |
| | Options | MSRP |
| | Standard Steel Enclosure | \$677.58 |
| | Lead Acid Starting Battery | \$282.80 |
| | 10 AMP Battery Charger | \$537.85 |
| | PMG | \$582.21 |
| | Change from 277/480V to 120/240V, 1ph | \$426.30 |
| | Add shunt trip and Aux Contact | \$809.54 |
| | 132gal Sub-base Fuel Tank (UL142) | \$2,800.17 |
| | 2Yr Comprehensive Warranty | \$1,239.60 |
| | Total Options MSRP | \$7,356.05 |
| | NCSA 40% Discount | <u>(\$2,942.42)</u> |
| | Total Options NET | \$4,413.63 |
| | Total price for the above equipment | \$21,046.99 |

Notes

Also Includes:

- a) Start-up inspection and testing within North Carolina and South Carolina
- b) Shipping and handling

Does not include (unless expressly listed above):

- a) State and local taxes
- b) Generator foundation (concrete pad)
- c) Ducts and piping (including exhaust and combustion and cooling air)
- d) Exhaust piping (including combustion exhaust and exhaust cooling air)
- e) Off-loading of equipment from delivering conveyor
- f) Fuel for start-up inspection and testing
- g) On-site pressure testing of the fuel tank
- h) Wiring terminations (including power cables and control wires)

- i) Installation at site (including hardware and labor)
- j) NETA Testing, Coordination Studies, or Infrared scanning

Price is firm for sixty (60) days from the date of the quote.

DELIVERY: Lead time is 8-10 weeks after receipt of final release, which requires a hard copy of engineer-approved submittals, if produced. Lead times are subject to market demand fluctuations and frequently change between time of proposal and time of order. If delivery is critical please verify current times at time of order.

Terms and Conditions

AGREEMENT. The sale of these products and/or services by National Power Corp. ("NPC") to Buyer is expressly conditioned upon Buyer's agreement, as evidenced by its signature below or submission of a purchase order, to each and every term contained in this quote, which shall control over any additional, inconsistent or contrary provision in Buyer's purchase order or other sales forms. Buyer acknowledges that the terms and conditions herein are the sole and complete agreement between the parties, which may only be modified and/or amended in separate agreement signed both by NPC and Buyer.

INVOICES. Buyer will be invoiced on the date of shipment for all products and upon substantial completion for all services. Manufacturer service contracts resold by NPC to Buyer are contracts between the manufacturer and Buyer only and will be invoiced when processed by the manufacturer. Applicable taxes and freight charges will be billed as separate line items, unless otherwise specified above.

PAYMENT. Subject to credit approval and unless otherwise stated on NPC's quotation, Buyer shall make payment within thirty (30) days of the invoice date. NPC may charge a service charge of 1.5% per month, but not in excess of any lawful rate, if Buyer has not paid an invoice in full by the due date. NPC may at any time decline to make any shipment or delivery or perform any work except upon Buyer's payment of past invoices and/or prepayment of this order or upon such other terms and conditions as are acceptable to NPC's credit department. If NPC deems it necessary to cancel any outstanding order due to Buyer's financial condition, Buyer agrees to reimburse NPC for reasonable cancellation charges. NPC may apply any payments received to Buyer's oldest outstanding invoices regardless of any instructions to the contrary from Buyer. Payment for shipments delayed at Buyer's request shall become due on the date NPC is prepared to make shipment and NPC may impose reasonable storage and handling charges for delayed shipments. Payment to NPC shall not be contingent on third party payments to Buyer and no portion of the price shall be held as retainage. Buyer shall pay all costs and expenses, including reasonable attorney's fees, incurred by NPC to collect any past due amount.

SECURITY INTEREST. Buyer hereby grants NPC a security interest in all goods sold until the full amount of the purchase price has been paid by Buyer. Buyer hereby authorizes NPC to file a financing statement signed only by NPC as Buyer's attorney-in-fact in all places where necessary and appropriate to perfect the security interest.

SHIPMENT. All products are sold, and all shipments are made, FOB shipping point. The shipment date stated in this quote is NPC's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. NPC shall not be responsible for any damage or loss resulting, whether directly or indirectly, from delayed shipments or its inability to ship as quoted. Unless otherwise noted in this quote, partial shipments may be made upon request and are subject to additional shipping and handling charges. Claims for freight damage will be waived unless made in writing to NPC within ten (10) days of receipt of such shipment.

CANCELLATION/CHANGES/RETURNS. Buyer may terminate this order only upon payment of all of NPC's costs incurred for commitments made and work performed plus a reasonable profit on such costs. All changes to an order are subject to adjustments to the order amount and shipment date. No product may be returned to NPC without NPC's written consent and payment of any applicable restocking fee, which shall be determined and assessed by NPC on a case-by-case basis.

LIMITATION OF LIABILITY. NPC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THOSE CAUSED BY DEFECTS IN MATERIALS OR WORKMANSHIP. THERE IS NO WARRANTY EXCEPT THE APPLICABLE MANUFACTURER'S WARRANTY, WHICH NPC WILL ASSIGN TO BUYER. NPC HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW SHALL BE LIMITED IN DURATION TO THE TERMS OF THE APPLICABLE MANUFACTURER'S WARRANTY. NPC'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE COST OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.

Sincerely,

Robert J Fasold

Robert Fasold
Senior Power Consultant
National Power
(336) 779-0202
robert.fasold@natpow.com

Acceptance of Quote

Buyer, through its authorized representative, hereby accepts National Power Corporation's offer as shown on this quote and agrees to all the terms and conditions above.

BY: _____

Name: _____

Title: _____

Company: _____

Date: _____

Customer Signature



Date: September 8, 2020

Reference: Watauga County Emergency Services

Contract 20-04-0506R

| Item # | Base Price Description | Amount |
|--|---|---------------------|
| 1 | Lot 111 - Automatic Transfer Switch _GTS200 | \$4,926.00 |
| | NCSA 38% Discount | <u>(\$1,871.88)</u> |
| | Net Base Price | \$3,054.12 |
| NOTE: The GTS under 600A has been discontinued and replaced with the TX | | |
| | Options | MSRP |
| | DEDUCT for TX Series configured at 120/240V, 1ph | (\$1,437.78) |
| | TX Series - 2yr C Warranty | \$230.00 |
| | Total Options MSRP | \$230.00 |
| | NCSA 40% Discount | <u>(\$92.00)</u> |
| | Total Options NET | \$138.00 |
| | Item 1 Total | \$1,754.34 |

Notes

Also Includes:

- a) Start-up inspection and testing within North Carolina and South Carolina
- b) Shipping and handling

Does not include (unless expressly listed above):

- a) State and local taxes
- b) Generator foundation (concrete pad)
- c) Ducts and piping (including exhaust and combustion and cooling air)
- d) Exhaust piping (including combustion exhaust and exhaust cooling air)
- e) Off-loading of equipment from delivering conveyor
- f) Fuel for start-up inspection and testing
- g) On-site pressure testing of the fuel tank
- h) Wiring terminations (including power cables and control wires)
- i) Installation at site (including hardware and labor)
- j) NETA Testing, Coordination Studies, or Infrared scanning

Price is firm for sixty (60) days from the date of the quote.

DELIVERY: Lead time is 6-8 weeks after receipt of final release, which requires a hard copy of engineer-approved submittals, if produced. Lead times are subject to market demand fluctuations and frequently change between time of proposal and time of order. If delivery is critical please verify current times at time of order.

Terms and Conditions

AGREEMENT. The sale of these products and/or services by National Power Corp. ("NPC") to Buyer is expressly conditioned upon Buyer's agreement, as evidenced by its signature below or submission of a purchase order, to each and every term contained in this quote, which shall control over any additional, inconsistent or contrary provision in Buyer's purchase order or other sales forms. Buyer acknowledges that the terms and conditions herein are the sole and complete agreement between the parties, which may only be modified and/or amended in separate agreement signed both by NPC and Buyer.

INVOICES. Buyer will be invoiced on the date of shipment for all products and upon substantial completion for all services. Manufacturer service contracts resold by NPC to Buyer are contracts between the manufacturer and Buyer only and will be invoiced when processed by the manufacturer. Applicable taxes and freight charges will be billed as separate line items, unless otherwise specified above.

PAYMENT. Subject to credit approval and unless otherwise stated on NPC's quotation, Buyer shall make payment within thirty (30) days of the invoice date. NPC may charge a service charge of 1.5% per month, but not in excess of any lawful rate, if Buyer has not paid an invoice in full by the due date. NPC may at any time decline to make any shipment or delivery or perform any work except upon Buyer's payment of past invoices and/or prepayment of this order or upon such other terms and conditions as are acceptable to NPC's credit department. If NPC deems it necessary to cancel any outstanding order due to Buyer's financial condition, Buyer agrees to reimburse NPC for reasonable cancellation charges. NPC may apply any payments received to Buyer's oldest outstanding invoices regardless of any instructions to the contrary from Buyer. Payment for shipments delayed at Buyer's request shall become due on the date NPC is prepared to make shipment and NPC may impose reasonable storage and handling charges for delayed shipments. Payment to NPC shall not be contingent on third party payments to Buyer and no portion of the price shall be held as retainage. Buyer shall pay all costs and expenses, including reasonable attorney's fees, incurred by NPC to collect any past due amount.

SECURITY INTEREST. Buyer hereby grants NPC a security interest in all goods sold until the full amount of the purchase price has been paid by Buyer. Buyer hereby authorizes NPC to file a financing statement signed only by NPC as Buyer's attorney-in-fact in all places where necessary and appropriate to perfect the security interest.

SHIPMENT. All products are sold, and all shipments are made, FOB shipping point. The shipment date stated in this quote is NPC's best approximation of the probable shipment date and is not a fixed or guaranteed shipment date. NPC shall not be responsible for any damage or loss resulting, whether directly or indirectly, from delayed shipments or its inability to ship as quoted. Unless otherwise noted in this quote, partial shipments may be made upon request and are subject to additional shipping and handling charges. Claims for freight damage will be waived unless made in writing to NPC within ten (10) days of receipt of such shipment.

CANCELLATION/CHANGES/RETURNS. Buyer may terminate this order only upon payment of all of NPC's costs incurred for commitments made and work performed plus a reasonable profit on such costs. All changes to an order are subject to adjustments to the order amount and shipment date. No product may be returned to NPC without NPC's written consent and payment of any applicable restocking fee, which shall be determined and assessed by NPC on a case-by-case basis.

LIMITATION OF LIABILITY. NPC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR ANY REASON, INCLUDING WITHOUT LIMITATION, THOSE CAUSED BY DEFECTS IN MATERIALS OR

WORKMANSHIP. THERE IS NO WARRANTY EXCEPT THE APPLICABLE MANUFACTURER'S WARRANTY, WHICH NPC WILL ASSIGN TO BUYER. NPC HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW SHALL BE LIMITED IN DURATION TO THE TERMS OF THE APPLICABLE MANUFACTURER'S WARRANTY. NPC'S MAXIMUM LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE COST OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER.

Sincerely,

Robert J Fasold

Robert Fasold
Senior Power Consultant
National Power
(336) 779-0202
robert.fasold@natpow.com

Acceptance of Quote

Buyer, through its authorized representative, hereby accepts National Power Corporation's offer as shown on this quote and agrees to all the terms and conditions above.

BY: _____

Name: _____

Title: _____

Company: _____

Date: _____

Customer Signature

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. RFQ for Architectural Services for the Proposed Valle Crucis School

MANAGER'S COMMENTS:

The school system recently closed on the property for the future Valle Crucis Elementary School. Staff has drafted a Request for Qualifications (RFQ) for architectural services. The contract will be structured in phases so that the County could cease the process in the event that the County's budget or economic conditions warranted. The main focus will be on design, programming, and cost analysis. Funds have been set aside to cover the architectural services.

Board action is required to release the RFQ for architectural services for the new Valle Crucis Elementary School.

Watauga County



***Request for Qualifications (RFQ)
Architectural Services
for the
Valle Crucis
Elementary School***

Due Date: November 13, 2020

**To: Deron Geouque, County Manager
814 West King Street
Boone, NC 28607
828-265-8000 (P)
828-264-3230 (F)
Email - Deron.Geouque@watgov.org**

PURPOSE

The County of Watauga is accepting statements of qualifications from architectural firms interested in contracting with the County for architectural services related to the design of the new Valle Crucis Elementary School. The Watauga County School System recently completed a comprehensive facilities plan. Valle Crucis Elementary School was one of two schools identified to be replaced.

SCOPE

Watauga County plans to construct an elementary school located off BroadStone Road in Valle Crucis. Estimated programming needs are between 70,000-72,000 square feet. The selected firm will be responsible for the following:

- Programming Validation and Adjustments
- Site Design
- Schematic Design
- Design Development
- All Permitting
- Project Schedule
- Construction Documents
- Bidding
- Construction Administration
- Budget Development
- Landscape Design
- Engineering Services-structural, civil, mechanical, electrical, plumbing, acoustical
- Interior Design
- Overall Project Management
- Procurement and installation of non-fixed furniture, fixtures and equipment (FF&E), e.g., furniture, telephone system, computer systems, etc.

Architects must be properly licensed and registered as required by Chapter 83A of the North Carolina General Statutes. Engineering and Land Surveying consultants must be properly licensed and registered as required by Chapter 89C of the North Carolina General Statutes.

PROPOSAL REQUIREMENTS

All questions related to this RFQ shall be directed to:

Deron Geouque, County Manager
 814 West King Street
 Boone, NC 28607
 828-265-8000
Deron.Geouque@watgov.org

In addition, the County strongly urges interested firms to schedule a site visit to evaluate the appropriate size and design of the facility. Attachment A includes a map of the site with topography lines and aerial photo.

Proposal Content

The written proposal should provide background information about the company, its employees, and its experience with related projects and related clients. It should cover the experience of the firm as well as any consultants on the proposed team. For the purposes of the RFQ, the term “company” shall refer to the prime respondent of this RFQ or, in other words, the company with whom Watauga County will contract. The term “consultant” shall refer to all consultants which the prime respondent will include on the project team. The proposal shall clearly delineate any experience, background, etc. between the prime “company” and “consultants.”

Specifically, the RFQ should address the following information. Firms may submit their standard qualification package supplemented by a cover letter or attachments as necessary to comply with this request.

1. Prime Firm Experience

Identify at least three Elementary School projects that were completed in 2005 or later. Provide the following information:

- Building name, address and telephone number.
- Client name, title, addresses and telephone number.
- Description of scope of project including use of pre-engineered construction, if any.
- Size of project and gross square feet.
- Project design.
- Cost of project - estimated cost, actual cost, and dollars per square foot. Also explain any factors that contributed to the actual cost exceeding the estimated cost by more than 2%. Indicate how the firm controls costs and how this has been effective in the past.
- Estimated schedule and actual schedule. Explain any factors that caused the actual schedule to exceed the estimated schedule by more than 30 days.
- Identify all consultants and/or firms that participated in the project and their respective roles.

2. Associated Firm Profile

Identify the firm that will be prime along with associated firms and consultants. For each associated firm and/or consultant, provide the following information:

- Firm name, address, telephone number, facsimile number, principal/CEO and contact person (including title).
- Intended role for this project.
- Identify, by name, the members of the Design team, their roles and responsibilities.

- Brief description of firm history.
- Three references.

3. Key Personnel

Provide an organizational chart and identify the following:

- Chief Executive Officer (CEO)
- Principals
- The project architect who will manage the Project
- Sub-consultants

4. Understanding of the Project

Briefly state firm's understanding of the Valle Crucis Elementary School project. A formal interview may be required in which firm representatives will meet with selected staff to review the material and reports already completed for this building. The firm may choose to submit sketches or renderings to illustrate your understanding or vision of the project.

5. Project Approach

Describe your firm's project approach and schedule of implementation and operation.

6. Other Projects

Identify all other projects in which your firm is currently engaged or has completed within the last three years. Provide the name and address of the project, along with the client's name and telephone number. This excludes all residential projects and all others of less than 30,000 gross square feet. Information on projects for elementary schools should be submitted regardless of square footage.

7. Firm's Submission

The Architectural/Design/Engineering firm shall submit five copies of the RFQ response. Submittals shall be on 8 ½" x 11" paper, side bound with Table of Contents and reference tabs for key sections and digitally emailed. The package submitted shall not exceed ten (10) pages single-sided, or five (5) pages double-sided (front/back covers, Table of Contents, Tab pages and photographs are excluded from these totals). Complete response to each of the following categories is required.

Facsimile submissions will not be accepted. Submissions must be signed by an individual authorized to bind the firm to a contract. Proposals received after 5:00 p.m. on November 13, 2020, will be disqualified from consideration. All proposals must be contained within a package that is marked "Valle Crucis Elementary School Project" and addressed to the following: Watauga County, ATTN Deron Geouque, County Manager, 814 West King Street, Boone, NC, 28607.

In general, documents that are submitted as part of the response to this Request for Qualifications will become public records and will be subject to public disclosure. North Carolina General

Statutes Section 132-1.2 and 66-152 provide a method for protecting some documents from public disclosure. If the engineering consultant firm follows the procedures prescribed by those statutes and designates a document “confidential” or “trade secret”, the County will withhold the document from public disclosure to the extent that it is entitled or required to do so by applicable law.

The County reserves the right to reject any and all proposals, and to terminate the Request for Qualifications process at any time.

SELECTION CRITERIA

Selection Process:

Two County Commissioners, the County Manager, and Maintenance Director will serve as the selection committee for all applicants deemed eligible and qualified. Input from the Watauga County School Superintendent and such other local officials as deemed appropriate by the committee will be solicited. A recommendation will be made to the Watauga County Board of Commissioners for its approval.

The selection committee will review and identify the firm or top firms that are most qualified for the services requested. Interviews may be conducted with the short-listed firms to permit further evaluation of qualifications if necessary. The committee will conduct the selection process and hold interviews (if necessary) between November 30th through December 4th, 2020.

Evaluation Criteria:

By way of example, but not limitation, the following considerations will be utilized during the selection process from the submitted and eligible proposals:

- The thoroughness of the proposal regarding the tasks addressed in the Scope section of the RFQ.
- The firm’s experience in designing elementary schools.
- The successful experience of the staff proposed to be assigned to this project to perform the type of work required.
- The firm’s financial ability to undertake the work and assume liability for the project.
- The firm’s proven ability to complete tasks on time.
- Project approach and methodology.
- Overall performance on past projects, as evidenced by previous contracts.
- Overall consideration of design elements.

Watauga County reserves the right, at its sole discretion; to accept a response that does not satisfy all requirements but which, in the County’s sole judgment, sufficiently demonstrates the ability to produce, deliver, design, permit and construct an elementary school and to satisfy the major requirements set forth in this RFQ. The County reserves the right to interview any or all respondents to this RFQ, or to ask for additional information or clarifications. By completing and submitting to Watauga County’s RFQ, the firm allows the County to call any person,

business, group or organization that may have information to determine the firm's ability to complete the project as presented.

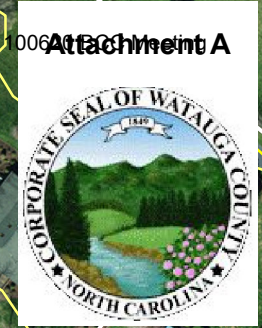
The County expects to complete its evaluation process to select a qualified partner, but reserves the right to change key dates and actions as the need arises. The County reserves the right to refuse and reject any or all qualifications and to waive any and all formalities or technicalities or accept the firm who the County in its sole discretion determines to be most qualified.

PROPOSAL AND SUBMISSION DEADLINES

Project schedule milestones and dates are as follows:

| <i>Milestone</i> | <i>Date</i> | |
|---|--------------------|-------------|
| Request for Qualifications Published | October | 14, 2020 |
| Deadline for RFQ Questions | October | 30, 2020 |
| RFQ Proposals Due Date | November | 13, 2020 |
| RFQ Review | November | 16-20, 2020 |
| Interviews (if necessary) and Selection Process | Nov./Dec. | 30-4, 2020 |
| Negotiations With Top-ranked Firm | December | 7-9, 2020 |
| Board of Commissioners Hire Architect | December | 15, 2020 |

1980-26-1517-000



0 62.5 125 250 375 500 Feet

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Recommended Contract Award for Employee Medical

MANAGER'S COMMENTS:

Renewal rates were received for medical, dental, and life insurance benefits. The initial renewal rate received from CIGNA for medical insurance was a 28.37% increase. Further negotiations and analysis of additional claims reduce the increase to 4.99 %.

Dental and Life insurance premiums through Ameritas Dental and Symetra Financial will remain unchanged due to the current rate lock.

Staff recommends CIGNA's Level Funding plan for the County's medical insurance with a 4.99% increase and for the County to fund \$1,000 into each employee's HSA account. Staff further recommends Ameritas Dental and Symetra Financial for dental and life insurance.

Adequate funds have been budgeted to cover the renewal rates. Board action is required.

2021 CIGNA Renewal Progression



100620 BCC Meeting

| | | CIGNA Current | | CIGNA Third Revision | | |
|--|------------|--------------------------|-----------------------|---------------------------------|-----------------------|----------------|
| Plan Design | | HSA | | HSA | | |
| | | In-Network | | In-Network | | |
| Primary Care Physician | | Deductible/20% | | Deductible/20% | | |
| Specialist Physician | | Deductible/20% | | Deductible/20% | | |
| Well Baby Care | | 100% | | 100% | | |
| Immunizations/Injections | | 100% | | 100% | | |
| Physical Exams | | 100% | | 100% | | |
| Pap Smears/Mammograms | | 100% | | 100% | | |
| Deductible | | \$2,500 | | \$2,500 | | |
| Deductible - Family Maximum | | \$5,000 | | \$5,000 | | |
| Coinsurance Maximum - Individual | | 100% | | 100% | | |
| Coinsurance Maximum - Family | | 100% | | 100% | | |
| Out of Pocket Maximum - Individual | | \$2,500 | | \$2,500 | | |
| Out of Pocket Maximum - Family | | \$5,000 | | \$5,000 | | |
| In-patient Hospital Services | | Deductible/20% | | Deductible/20% | | |
| Out-patient Hospital Services | | Deductible/20% | | Deductible/20% | | |
| Urgent Care | | Deductible/20% | | Deductible/20% | | |
| Emergency Room | | Deductible/20% | | Deductible/20% | | |
| Pharmacy | | Deductible/20% | | Deductible/20% | | |
| Lifetime Maximum | | Unlimited | | Unlimited | | |
| | | | | | | |
| Health Savings Account - County Funded | | \$1,000 | | \$1,000 | | |
| MUST MEET WELLNESS CRITERIA | | | | | | |
| | | | | | | |
| | | | | | | |
| Active Monthly Rates | | | | | | |
| Employee Only | 246 | \$740.68 | \$182,207.28 | \$797.72 | \$196,239.12 | 107.70% |
| Employee/Spouse | 5 | \$1,608.74 | \$8,043.70 | \$1,732.63 | \$8,663.15 | 107.70% |
| Employee/Child(ren) | 24 | \$1,102.13 | \$26,451.12 | \$1,187.01 | \$28,488.24 | 107.70% |
| Employee/Family | 2 | \$2,273.87 | \$4,547.74 | \$2,448.98 | \$4,897.96 | 107.70% |
| Monthly Cost | 277 | | \$221,249.84 | | \$238,288.47 | |
| | | | | Approximate CIGNA Credit | \$72,000.00 | |
| Annual Cost | | Includes Consulting Fee | \$2,680,498.08 | Includes Consulting Fee | \$2,812,961.64 | |
| | | | | | 104.94% | |

2021 CIGNA Renewal Progression



| Active Monthly Rates | | 2020 | | 2021 | | |
|----------------------|-----|-------------------------|-----------------------|--------------------------|-----------------------|----------------|
| Employee Only | 246 | \$740.68 | \$182,207.28 | \$797.72 | \$196,239.12 | 107.70% |
| Employee/Spouse | 5 | \$1,608.74 | \$8,043.70 | \$1,732.63 | \$8,663.15 | 107.70% |
| Employee/Child(ren) | 24 | \$1,102.13 | \$26,451.12 | \$1,187.01 | \$28,488.24 | 107.70% |
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| Monthly Cost | 277 | | \$221,249.84 | | \$238,288.47 | |
| | | | | Approximate CIGNA Credit | \$72,000.00 | |
| Annual Cost | | Includes Consulting Fee | \$2,680,498.08 | Includes Consulting Fee | \$2,812,961.64 | |
| | | | | | 104.94% | |

| Active Monthly Rates | | 2020 Ee Cost | 2021 Ee Cost 5% | 2021 County Premium Employee Share | Credit/Monthly /Employee Share | 2021 Net County Cost | | 2021 County Monthly Cost |
|----------------------|-----|--------------|--------------------|--|-----------------------------------|-------------------------|----------------|--------------------------------|
| Employee Only | 246 | \$0.00 | \$0.00 | \$797.72 | \$21.66 | \$776.06 | 104.78% | \$190,910.76 |
| Employee/Spouse | 5 | \$868.06 | \$911.46 | \$821.17 | \$21.66 | \$799.51 | 107.94% | \$3,997.54 |
| Employee/Child(ren) | 24 | \$361.45 | \$379.52 | \$807.49 | \$21.66 | \$785.83 | 106.10% | \$18,859.86 |
| Employee/Family | 2 | \$1,533.19 | \$1,609.85 | \$839.13 | \$21.66 | \$817.47 | 110.37% | \$1,634.94 |
| Monthly Cost | 277 | | Credit | \$72,000.00 | | | | \$215,403.10 |
| | | | | \$6,000.00 | | | | 104.99% |

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. October and November Meeting Schedules

MANAGER'S COMMENTS:

The Board of Elections currently has scheduled the Boardroom for October 20, 2020 for one-stop voting. The November 3rd election day will be the same day as the scheduled Board meeting. Staff would recommend moving the October 20, 2020 meeting to an alternative location if the meeting is in person and canceling the November 3, 2020 meeting. The 25 person maximum capacity for indoor meetings is still in place.

Staff seeks direction from the Board.

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AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Boards and Commissions

MANAGER'S COMMENTS:

Adult Care Home Community Advisory Committee

Ms. Stevie John, High Country Council of Government's Regional Long-Term Care Ombudsman, has submitted Ms. Evelina Idol and Ms. Pat Taylor for reappointment to the Watauga County Adult Care Home Community Advisory Committee. Both are willing to continue to serve for three-year terms if so appointed. These are first readings.

Ms. John is also sad to report that Mr. Harold Eller, a member of the Adult Care Home Community Advisory Committee has passed. Ms. John request his name be removed from the roster.

Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair



Chris Jones
Secretary

Valerie Jaynes
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

Phone: 828-265-5434
Fax: 828-265-5439

September 30, 2020

Anita Fogle
Clerk to the Board of Commissioners
814 W. King Street, Suite 205
Boone, NC 28607

Dear Ms. Fogle:

The term of appointment of Ms. Evelina Idol to the Watauga County Adult Care Home Community Advisory Committee has expired. She has indicated her desire to be reappointed for an additional three-year term.

Please submit Ms. Idol's name to the Commissioners for their consideration and let me know their decision at your earliest convenience.

Sincerely,

Stevie John

Stevie M. John, MSW
Regional Long Term Care Ombudsman

Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair



Chris Jones
Secretary

Valerie Jaynes
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

Phone: 828-265-5434
Fax: 828-265-5439

September 30, 2020

Anita Fogle
Clerk to the Board of Commissioners
814 W. King Street, Suite 205
Boone, NC 28607

Dear Ms. Fogle:

The term of appointment of Ms. Pat Taylor to the Watauga County Adult Care Home Community Advisory Committee has expired. She has indicated her desire to be reappointed for an additional three-year term.

Please submit Ms. Taylor's name to the Commissioners for their consideration and let me know their decision at your earliest convenience.

Sincerely,

Stevie John

Stevie M. John, MSW
Regional Long Term Care Ombudsman



DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF AGING AND ADULT SERVICES
 OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

**NOTIFICATION REQUESTING REMOVAL OF
 COMMUNITY ADVISORY COMMITTEE MEMBER(S)**

TO: Clerk/County Manager : Anita Fogle
FROM: Stevie John , Regional Ombudsman **Region:** D
Volunteer Name: Harold Eller **County Served:** Watauga
Date: 9/15/2020
County Committee Assignment: Adult Care Home Nursing Home Joint
Date of Appointment: 2/6/2018

Reason for Request: Removal

COVID-19 Related: YES NO:

Volunteers are a vital part of the services that support older adults in your county. However, the volunteer indicated above has been de-designated by the Office of the State Long-Term Care Ombudsman and is no longer eligible for continued service for the following reason:

Conflict of Interest

1. G.S. 131 E-128 (f) Nursing Home
2. G.S. 131 D-31 (g) Adult Care Home
3. 45 CFR §1324.21

Failure to attend required on-going training or complete required orientation and training.

1. G.S. 131 E- 128 (g) Nursing Home
2. G.S. 131 D- 31 (h) Adult Care Home

Dates offered: _____

6 Other (Non-attendance at quarterly meetings and facility visits)

1. As determined by the Long-Term Care Ombudsman Program Policies and Procedures
2. As determined by the committee by-laws
3. As determined by resignation of the member
4. As determined by removal of designation by the Office of the State Long-Term Care Ombudsman
5. Expiration of term
6. Committee member is deceased

This is an official notification to the Board of Commissioners to remove named individual from service on the above-mentioned committee (HB 248, July 2017). Should you have any questions, please contact Stevie John , Regional Ombudsman, 828-385-4452. Thank you in advance for your prompt attention to this matter.

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

MANAGER'S COMMENTS:

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)