A regular meeting of the Nash County Board of Commissioners was held at 9:00 AM, March 7, 2022 in the Frederick B. Cooper, Jr. Commissioners’ Room at the Claude Mayo, Jr. Administration Building in Nashville, NC.

Present were Chairman Robbie B. Davis and Commissioners Marvin C. Arrington, Dan Cone, Sue Leggett, J. Wayne Outlaw, and Gwen Wilkins.

Commissioner Fred Belfield, Jr. was absent with an excused absence for a family matter.

Others present were Stacie Shatzer, Donna Wood, Major Eddie Moore, Jonathan Boone, Sandi Vick, Janice Evans, Vince Durham, and other staff members and members of the public.

Chairman Davis called the meeting to order and provided a brief explanation regarding prayer and the Pledge of Allegiance in Nash County. He stated it is customary that Nash County starts each meeting with a prayer and Pledge of Allegiance and that anyone wishing to participate in the prayer, moment of silence, or a prayer of their own choice was welcomed.

Chairman Davis called on Mr. Dan Cone for the invocation and Mr. J. Wayne Outlaw to lead the Pledge of Allegiance.

Chairman Davis asked the Board to consider approval of the minutes.

On motion of J. Wayne Outlaw seconded by Dan Cone and duly passed that the minutes of the February 7, 2022 regular meeting and February 21, 2022 regular meeting be approved.

Chairman Davis provided a brief explanation of Nash County’s Public Comment Policy and asked for any public comments. There were none.

Ms. Morgan Doughtie, Senior Center Supervisor made a presentation to the Board on the Nash County Senior Center’s National Accreditation.

Mr. Adam Tyson, Planning Director presented for the Board’s consideration Conditional Rezoning Request CZ-220102 for the Coolwater Phase Four Subdivision and requested a legislative public hearing, adoption of a statement of plan consistency and reasonableness, and approval or denial of the zoning map amendment. He advised the Nash County Technical Review Committee (TRC) considered Conditional Rezoning
Request CZ-220102 on January 12, 2022 and recommended APPROVAL, subject to the suggested development conditions. He also advised the The Nash County Planning Board initially considered Conditional Rezoning Request CZ-220102 on January 18, 2022. After a motion to approve the request failed with a split vote of 3 to 3, the Board voted unanimously to table the request. The Board reconsidered the request on February 21, 2022. At both meetings, Kevin Varnell with Stocks Engineering addressed the Board on behalf of the applicant and in support of the request. The following members of the public addressed the Board in opposition to the request at either (or both*) of the meetings, expressing concerns regarding the increased residential density, traffic, crime, and litter as well as the potential impact of the development on local school capacity, agricultural operations, law enforcement, and emergency response services:

- Sharon V. Eatmon*
- Jimmy Jones III
- Dean Edwards
- Ned Lofgren
- Amber Stone Ferrell
- Dale Glover Medlin*
- Heather Louise Finch*
- Kayla Moore
- Jane Flowers Finch
- Michelle L. Sunday
- Louise Finch
- Donald Walston

With a split vote of 5 to 3, the Planning Board recommended APPROVAL of the request and the suggested statement of plan consistency and reasonableness, subject to the recommended development conditions, including the following additional measures agreed to by the applicant:

(a) A 3-foot high and 5-foot wide earthen berm to be constructed along the southern boundaries of Lots 29 & 31-38.

(b) A 6-foot high wooden screening fence to be installed at the southern end of the proposed 60-foot wide public road right-of-way.

(c) A 20-foot wide screening buffer to consist of preserved, existing natural vegetation along the southern boundaries of Lot 28 and the common area lot.

(d) An NCDOT-style standard woven wire fence with wood posts to be installed along the southern boundary of the common area lot outside of the riparian buffer zone.

**Statement of Plan Consistency and Reasonableness:**

Conditional Rezoning Request CZ-220102 is:

1. Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.
(c) The subject property has access to Nash County public water service via an existing four-inch (4”) waterline installed along the Whitley Rd public right-of-way.

(d) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.

(2) Reasonable and in the public interest because:
   (a) The request is not unreasonable “spot zoning” because it is similar to the existing RA-20-CZ Zoning District established directly across Whitley Rd from the subject property in May and October of 2021 for the development of Phases One & Two of the Whitley Crossing Subdivision (Case Files #CU-210404 & #CZ-210901.)
   (b) The subject property already is and will continue to be zoned for residential use, similar to the adjacent and surrounding properties.
   (c) Approval of the request will permit smaller minimum lot areas and increased residential density, but the new zoning district is also more restrictive in terms of permitted land uses than the current zoning district.

Development Conditions:

(1) The subject property shall be developed in accordance with the approved sketch plan for the Coolwater Phase Four Subdivision.

(2) The subject property may be developed for the land uses permitted in the RA-30 (Single-Family Residential) Zoning District in accordance with the standard requirements and procedures established for that district by the Nash County Unified Development Ordinance.

(3) All residential lots subdivided from the subject property shall be served by the Nash County Public Water System, which shall be extended by the developer as necessary.

(4) The following measures shall be required and maintained as depicted on the approved subdivision sketch plan:
   (a) A 3-foot high and 5-foot wide earthen berm to be constructed along the southern boundaries of Lots 29 & 31-38.
   (b) A 6-foot high wooden screening fence to be installed at the southern end of the proposed 60-foot wide public road right-of-way.
   (c) A 20-foot wide screening buffer to consist of preserved, existing natural vegetation along the southern boundaries of Lot 28 and the common area lot.
   (d) An NCDOT-style standard woven wire fence with wood posts to be installed along the southern boundary of the common area lot outside of the riparian buffer zone.

(5) The following signed and notarized documents shall be submitted and recorded concurrently along with the final subdivision plat:
   (a) A declaration establishing a homeowners’ or property owners’ association to own and maintain the special purpose lot for common area / open space and granting all lot owners access to that lot via the 20-foot wide access easement on Lots 27 & 28.
   (b) A deed transferring the ownership of the special purpose lot for common area / open space to the homeowners’ or property owners’ association.
(6) Significant or substantial modifications or revisions to the approved design of the subdivision sketch plan may require additional review by the Nash County Technical Review Committee and the Nash County Planning Board as well as re-approval by the Nash County Board of Commissioners at the discretion of the Zoning Administrator.

On motion of Gwen Wilkins seconded by Sue Leggett and duly passed that the Board go into a public hearing.

Ms. Heather Louise Finch spoke on behalf of her brother, Wade Raymond Finch and in opposition to the rezoning request.

Ms. Jane Finch spoke on behalf of her sister-n-law, Louise Finch and in opposition to the request.

Mr. Kevin Varnell with Stocks Engineering spoke representing the owner and in support of the request.

Ms. Pearl Finch of Bailey, NC spoke in opposition to the rezoning request.

On motion of Gwen Wilkins seconded by Dan Cone and duly passed that the Nash County Board of Commissioners adjourn the public hearing.

On motion of Dan Cone seconded by Sue Leggett and Gwen Wilkins and duly passed that the Nash County Board of Commissioners DENY Conditional Rezoning Request CZ-220102 to rezone the specified property to RA-30-CZ for the development of the Coolwater Phase Four Subdivision and adopt the statement of plan consistency and reasonableness below.

**Statement of Plan Consistency and Reasonableness:**
Conditional Rezoning Request CZ-220102 is:

(1) Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.
   (c) The subject property has access to Nash County public water service via an existing four-inch (4”) waterline installed along the Whitley Rd public right-of-way.
   (d) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area; BUT

(2) The rezoning request is unreasonable and not in the public interest because the proposal would result in a residential housing density too great for this specific rural area.
Mr. Tyson presented for the Board’s consideration Conditional Rezoning Request CZ-220202 for the Lamm Subdivision and requested a legislative public hearing, adoption of a statement of plan consistency and reasonableness, and approval or denial of the zoning map amendment. He advised the Nash County Technical Review Committee (TRC) considered Conditional Rezoning Request CZ-220202 on February 14, 2022 and recommended APPROVAL, subject to the suggested development conditions. He also advised the Nash County Planning Board considered Conditional Rezoning Request CZ-220202 on February 21, 2022. Kevin Varnell with Stocks Engineering addressed the Board on behalf of the applicant and in support of the request. The following members of the public addressed the Board in opposition to the request, expressing concerns regarding the presence and proximity of the electrical transmission lines, the potential increase in residential density, traffic, and trespassing as well as the potential impact of the development on the County’s water supply, local school capacity, agricultural operations, law enforcement, and emergency response services:

Richard Brantley  
Sharon V. Eatmon  
Heather Louise Finch  
Jane Flowers Finch  
Vicky Griffin  
Connie F. Joyner  
Gregory C. Joyner

With a split vote of 5 to 3, the Planning Board recommended APPROVAL of the request and the suggested statement of plan consistency and reasonableness, subject to the recommended development conditions.

**Statement of Plan Consistency and Reasonableness:**  
Conditional Rezoning Request CZ-220202 is:

1. Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   a. The LDP designates the subject property as Suburban Growth Area.
   b. The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.
   c. The subject property has access to Nash County public water service via an existing twelve-inch (12") waterline installed along the S NC Highway 581 public right-of-way.
   d. Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.

2. Reasonable and in the public interest because:
   a. The request is not unreasonable “spot zoning” because it only allows for a relatively slight increase in residential density over the current zoning district.
(b) The subject property already is and will continue to be zoned for residential use, similar to the adjacent and surrounding properties.
(c) Approval of the request will permit smaller minimum lot areas and increased residential density, but the new zoning district is also more restrictive in terms of permitted land uses than the current zoning district.

**Development Conditions:**

(1) The subject property shall be developed in accordance with the approved sketch plan for the Lamm Subdivision.

(2) The subject property may be developed for the land uses permitted in the RA-30 (Single-Family Residential) Zoning District in accordance with the standard requirements and procedures established for that district by the Nash County Unified Development Ordinance.

(3) All residential lots subdivided from the subject property shall be served by the Nash County Public Water System, which shall be extended by the developer as necessary.

(4) The following signed and notarized documents shall be submitted and recorded concurrently along with the final subdivision plat:

(a) A declaration establishing a homeowners’ or property owners’ association to own and maintain the special purpose lot for common area / open space and granting all lot owners access to that lot via the 10-foot wide pedestrian access easement on Lots 18 & 19.
(b) A deed transferring the ownership of the special purpose lot for common area / open space to the homeowners’ or property owners’ association.

(5) The construction of a left turn lane within the highway’s public right-of-way shall be required for the development of this subdivision if or as determined by the N.C. Department of Transportation.

(6) Significant or substantial modifications or revisions to the approved design of the subdivision sketch plan may require additional review by the Nash County Technical Review Committee and the Nash County Planning Board as well as re-approval by the Nash County Board of Commissioners at the discretion of the Zoning Administrator.

On motion of Sue Leggett seconded by Dan Cone and duly passed that the Nash County Board of Commissioners go into a public hearing.

Ms. Jane Finch of Raleigh, NC spoke in opposition to the rezoning request.
Mr. Ashley Story of Raleigh, NC spoke in opposition to the rezoning request.
Mr. Gregory C. Joyner of Bailey, NC spoke in opposition to the rezoning request.
Ms. Connie Finch Joyner of Bailey, NC spoke in opposition to the rezoning request.
Mr. Richard Brantley, farmer in the Nash County area spoke in opposition to the rezoning request.
Ms. Pearl Finch spoke in opposition to the rezoning request.

Ms. Vicky Griffin of Bailey, NC spoke in opposition to the rezoning request.

Mr. Kevin Varnell of Stocks Engineering spoke representing the owner and in support of the rezoning request.

On motion of Gwen Wilkins seconded by J. Wayne Outlaw and duly passed that the public hearing adjourn.

On motion of Dan Cone seconded by Sue Leggett and duly passed that the Nash County Board of Commissioners DENY Conditional Rezoning Request CZ-220202 to rezone the specified property to RA-30-CZ for the development of the Lamm Subdivision and adopt the statement of plan consistency and reasonableness below.

**Statement of Plan Consistency and Reasonableness:**
Conditional Rezoning Request CZ-220202 is:
(1) Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.
   (c) The subject property has access to Nash County public water service via an existing twelve-inch (12”) waterline installed along the S NC Highway 581 public right-of-way.
   (d) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.; BUT
(2) The rezoning request is unreasonable and not in the public interest because the proposal would result in a residential housing density too great for this specific rural area.

Mr. Tyson presented for the Board’s consideration Conditional Rezoning Request CZ-220203 for the Stone Wedding Venue and requested a legislative public hearing, adoption of a statement of plan consistency and reasonableness, and approval or denial of the zoning map amendment. He advised the Nash County Technical Review Committee (TRC) considered Conditional Rezoning Request CZ-220203 on February 14, 2022 and recommended APPROVAL, subject to the suggested development conditions. He also advised the Nash County Planning Board considered Conditional Rezoning Request CZ-220203 on February 21, 2022. Mr. Kevin Varnell with Stocks Engineering addressed the Board on behalf of the applicant and in support of the request. No members of the public addressed the Board with regard to the request. The Planning Board voted unanimously to recommend APPROVAL of the request and the suggested statement of plan consistency and reasonableness, subject to the recommended development conditions.
Statement of Plan Consistency and Reasonableness:
Conditional Rezoning Request CZ-220203 is:

(1) Partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the development within the Suburban Growth Area of very limited nonresidential/commercial land uses, which meet specific locational criteria, including: frontage along and access to either a major state highway or secondary road, location at a major intersection, proximity to similar land uses, and spatial separation from non-compatible land uses such as existing residential development.
   (c) The conditional nature of the rezoning request means that the proposed event and conference venue facility will be a limited nonresidential/commercial land use because the development of the property will be restricted to that specific land use only as well as restricted to the specific design authorized by the submitted and approved site plan only.
   (d) While the subject site is not located at a major intersection, it does have frontage along and direct access to S NC Highway 231, a major state highway with an estimated annual average daily traffic (AADT) of 1,100 vehicle trips per day.
   (e) While the subject property is not located in close proximity to other existing commercial or nonresidential land uses, that activity may not be compatible with the desired rural setting appropriate for a wedding venue.
   (f) The proposed event and conference venue will be located back from the road right-of-way with spatial separation from other existing residential development.

(2) Reasonable and in the public interest because the request is not unreasonable “spot zoning” and the underlying A1 Zoning District will remain in place with the permitted addition of the proposed event and conference venue subject to specifically defined development standards and conditions as applicable.

Development Conditions:

(1) The subject property is approved for the development of an event and conference venue facility only and only in accordance with the approved site plan and the applicable requirements of the Nash County Unified Development Ordinance including, but not limited to, those requirements established specifically for event and conference venues by Article XI, Section 11-4, Subsection 11-4.28b.

(2) The final number of parking spaces shall be adjusted to comply with the applicable requirements of UDO Section 11-2, once the maximum building occupancy for the proposed venue building has been determined.

(3) The development of the event and conference venue facility shall be subject to the approval and/or issuance of the following additional permits and documents, as applicable:
   (a) Erosion & Sedimentation Control Plan Approval issued by the N.C. Department of Environmental Quality: Division of Energy, Mineral, & Land Resources;
   (b) Driveway Permit issued by the N.C. Department of Transportation;
   (c) Onsite Wastewater Permit and Well Permit issued by the Nash County Environmental Health Division;
   (d) Recombination Plat to combine the subject properties as depicted on the site plan; and
   (e) Zoning, Building, and Trade Permits issued by the Nash County Planning & Inspections Department.
On motion of Dan Cone seconded by J. Wayne Outlaw and duly passed that the Nash County Board of Commissioners go into a public hearing.

Mr. Kevin Varnell of Stocks Engineering spoke representing the owner and in support of the request.

On motion of Gwen Wilkins seconded by J. Wayne Outlaw and duly passed that the public hearing adjourn.

On motion of Dan Cone seconded by Sue Leggett and duly passed that the Nash County Board of Commissioners APPROVE Conditional Rezoning Request CZ-220203 to rezone the specified property to A1-CZ for the development of the event & conference venue and the statement of plan consistency and reasonableness below, subject to the following development conditions.

Statement of Plan Consistency and Reasonableness:
Conditional Rezoning Request CZ-220203 is:
(1) Partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the development within the Suburban Growth Area of very limited nonresidential/commercial land uses, which meet specific locational criteria, including: frontage along and access to either a major state highway or secondary road, location at a major intersection, proximity to similar land uses, and spatial separation from non-compatible land uses such as existing residential development.
   (c) The conditional nature of the rezoning request means that the proposed event and conference venue facility will be a limited nonresidential/commercial land use because the development of the property will be restricted to that specific land use only as well as restricted to the specific design authorized by the submitted and approved site plan only.
   (d) While the subject site is not located at a major intersection, it does have frontage along and direct access to S NC Highway 231, a major state highway with an estimated annual average daily traffic (AADT) of 1,100 vehicle trips per day.
   (e) While the subject property is not located in close proximity to other existing commercial or nonresidential land uses, that activity may not be compatible with the desired rural setting appropriate for a wedding venue.
   (f) The proposed event and conference venue will be located back from the road right-of-way with spatial separation from other existing residential development.
(2) Reasonable and in the public interest because the request is not unreasonable “spot zoning” and the underlying A1 Zoning District will remain in place with the permitted addition of the proposed event and conference venue subject to specifically defined development standards and conditions as applicable.

Development Conditions:

(1) The subject property is approved for the development of an event and conference venue facility only and only in accordance with the approved site plan and the applicable requirements of the Nash County Unified Development Ordinance including, but not limited to, those requirements established specifically for event and conference venues by Article XI, Section 11-4, Subsection 11-4.28b.
The final number of parking spaces shall be adjusted to comply with the applicable requirements of UDO Section 11-2, once the maximum building occupancy for the proposed venue building has been determined.

The development of the event and conference venue facility shall be subject to the approval and/or issuance of the following additional permits and documents, as applicable:

(a) Erosion & Sedimentation Control Plan Approval issued by the N.C. Department of Environmental Quality: Division of Energy, Mineral, & Land Resources;
(b) Driveway Permit issued by the N.C. Department of Transportation;
(c) Onsite Wastewater Permit and Well Permit issued by the Nash County Environmental Health Division;
(d) Recombination Plat to combine the subject properties as depicted on the site plan; and
(e) Zoning, Building, and Trade Permits issued by the Nash County Planning & Inspections Department.

Chairman Davis called for a ten minute recess.

Upon reconvening, Chairman Davis called on Mr. Andy Hagy, Economic Development Director.

Mr. Hagy presented for the Board’s consideration a request for a public hearing and approval of an Inducement Agreement for Project Start: SinnovaTek/FirstWave.

On motion of J. Wayne Outlaw seconded by Dan Cone and duly passed that the Nash County Board of Commissioners go into a public hearing.

No one spoke during the public hearing.

On motion of Gwen Wilkins seconded by Sue Leggett and duly passed that the public hearing adjourn.

On motion of Gwen Wilkins seconded by J. Wayne Outlaw and duly passed that the Nash County Board of Commissioners approve the Inducement Agreement for Project Start: SinnovaTek/FirstWave, subject to final review by the company and approval of staff and county attorney.

Mr. Scott Rogers, Emergency Services Director presented for the Board’s consideration Approval of Tax Exempt Loan for West Mount Volunteer Fire Department in the amount of $312,000.00 for a new fire apparatus.

On motion of J. Wayne Outlaw seconded by Dan Cone and duly passed that the Nash County Board of Commissioners approve the request of a tax exempt loan by West Mount Volunteer Fire Department in the amount of $312,000.00 for a new fire apparatus.
Mr. Jonathan Boone, Public Utilities and Facilities Director presented for the Board's consideration an Interlocal Agreement with Town of Red Oak regarding financial support for the Northern Nash Water System.

On motion of J. Wayne Outlaw seconded by Marvin C. Arrington and duly passed that the Nash County Board of Commissioners approve the Interlocal Agreement with Town of Red Oak and authorize the Board Chair to sign the agreement on behalf of Nash County.
To: Stacie Shatzer, County Manager
From: Jonathan L. Boone, P.E., Director of Public Utilities & Facilities
Date: March 2, 2022
Subject: Interlocal Agreement with Town of Red Oak

As you may be aware, the Town of Red Oak agreed to assist Nash County with funding for the Northern Nash Water System in 2017 in order to insure that the county had adequate funds to cover debt service on loans to construct the project. Due to the availability of funds allocated to the town through the American Rescue Plan Act, the town has proposed to formalize this arrangement through an Interlocal Agreement outlining the details of their financial support.

To this end, please see attached for an agreement proposed by the town with the input of county staff for consideration by the Nash County Board of Commissioners. The town has already presented this item to its Board and authorized Mayor Langley to sign the agreement at its regularly scheduled meeting on February 14, 2022.

In the event there are no overarching concerns, the Public Utilities Department recommends that the Board of Commissioners approve the attached resolution and authorize the Board Chair to execute the agreement on behalf of Nash County.
NORTH CAROLINA

INTERLOCAL COOPERATION AGREEMENT

NASH COUNTY

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), made and entered into this [HIL] day of [February], 2022, by and between NASH COUNTY, a body politic and corporate of the State of North Carolina (the "County"), and the TOWN OF RED OAK, a North Carolina municipal corporation (the "Town").

RECITALS

A. Pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town may enter into contracts or agreements with each other in order to execute any undertaking.

B. The County has undertaken the design, construction, operation, and ownership of a public water system known as the Northern Nash Water System (herein "Water System") to be constructed in phases.

C. A portion of the Water System is or will be located within and around the town limits of the Town.

D. The County and the Town desire to formalize and enter into this Agreement between the County and Town regarding the cost-sharing and payment by the Town to County of a portion of the expense for construction of the Water System.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations herein contained, the County and the Town hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the Town of Red Oak's contribution to the cost of design, construction, and ownership of the Water System.

2. The Town Council of Red Oak, NC at a regular scheduled Council meeting in 2017, voted unanimously to agree to offer financial assistance to the County to assist in funding the construction of the Water System with a maximum investment of $1,000,000.00.

3. The Town of Red Oak has agreed that it shall contribute up to $100,000.00 per year to Nash County for a period not to exceed ten years; with the first installment being made retroactively to this agreement on July 26, 2021.

4. Amendment of Agreement. This Agreement may be amended at any time by the written consent of both parties.

5. Other Terms. All the terms and conditions of this Agreement shall be binding on the parties hereto and shall bind and inure to the benefit of their successors and assigns. This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina.
IN WITNESS WHEREOF, the agreement has been executed by the appropriate
Representatives of the undersigned government bodies, the day and year first above written.

NASH COUNTY

By: 

Robbie B. Davis Chairman, Board of
Commissioners

ATTEST: 

Janice Evans, Clerk to the Board

TOWN OF RED OAK

By: 

Lvell Langley Mayor

ATTEST: 

Trecy Sheehan, Town Clerk/Administrator
Ms. Patsy McGhee, Assistant to the County Manager presented for the Board's consideration Down East HOME Consortium - Program Management and Technical Housing Services Agreement and Project Budget Ordinance.

On motion of Sue Leggett seconded by Marvin C. Arrington and duly passed that the Nash County Board of Commissioners approve the following Down East HOME Consortium - Program Management and Technical Housing Services Agreement and Project Budget Ordinance.

NASH COUNTY
NC OFFICE OF BUDGET AND MANAGEMENT GRANTS FUND
GRANT PROJECT ORDINANCE

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The ordinance authorized is the Down East HOME Consortium Housing Rehabilitation Program, pursuant to an Agreement dated October 4, 2021 between Nash County and the City of Rocky Mount, and a First Amendment dated November 15, 2021.

Section 2. The officers of this unit are hereby directed to proceed with the administration of the grant funds within the terms of the grant agreements and all rules and regulations within North Carolina General Statutes as it pertains to grant projects and the budget contained herein.

Section 3. The following grant has been awarded:

| 135-0223-472500 | City of Rocky Mount | $1,062,953 |

Section 4. The following expenditures are projected:

| 135-4125-519903 | Administration | $106,208 |
| 135-4125-535904 | Housing Rehabilitation | $956,745 |
| Total Expenditures | | $1,062,953 |

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Officer shall report annually on the financial status of each project element in Section 4.

Section 7: Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in managing these grant funds.

Section 8: This grant project ordinance expires on June 30, 2023, or when all the Grant funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this 7th day of March, 2022.

Robbie B. Davis, Chairman

ATTEST:

Janice Evans, Clerk to the Board
AGREEMENT FOR

DOWN EAST HOME CONSORTIUM HOUSING REHABILITATION PROGRAM

PROGRAM MANAGEMENT AND TECHNICAL HOUSING SERVICES

BETWEEN

NASH COUNTY

AND

McDAVID ASSOCIATES, INC.

THIS AGREEMENT, made this _____ day of ________________, 2022 by and between the Nash County Board of Commissioners for itself and its successors and assigns, hereinafter referred to as the OWNER, and McDavid Associates, Inc. of Farmville, North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS the OWNER has received funds under the Down East HOME Consortium Housing Rehabilitation Program (DEHC) in the amount of $1,062,953; and

WHEREAS the OWNER desires services of the CONSULTANT to provide Basic Program Management (BPM) and Technical Housing Services (THS); and

WHEREAS, the OWNER selected and negotiated this Agreement with McDavid Associates, Inc. in response to the OWNER’s “Request for Proposals” deadline date of February 10, 2022.

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A – PROGRAM DESCRIPTION

The proposed activities of the DEHC Program which are contained in the approved Reconciliation Agreement dated 10-4-21 and First Amendment dated 11-15-21 are included in this Agreement by reference are summarized as follows:

1. Rehabilitation of an estimated 19 owner occupied housing units
SECTION B – BASIC PROGRAM MANAGEMENT (BPM) AND  
TECHNICAL HOUSING SERVICES (THS)

1. Basic Program Management (BPM) – The CONSULTANT agrees to furnish personnel and facilities necessary to accomplish project Basic Program Management activities for the work in SECTION A. Activities may include, but are not necessarily limited to, the following:

a. Attend conferences and meetings with OWNER, State and/or Federal agency representatives or other interested parties as may be reasonably necessary.

b. Assist with other administrative matters such as public hearings, meetings, budgets, conferences, funding analyses, drawdowns, etc.

c. Review necessary change orders as the OWNER’S Representative and, after approval by the OWNER’S Authorized Representative, forward to necessary agencies for approval.

d. Prepare and submit quarterly reports to the OWNER on program status.

e. Project recordkeeping and bookkeeping.

f. Serve as OWNER’S Representative in coordinating communications between the OWNER and any other funding or management agency.

g. Assist the OWNER in closing out the program and performing other administrative activities so deemed for the effective completion of the project.

h. Prepare and submit Program Amendments or Revision Condition with budget changes only. Preparation and submission of a Program Amendment or Revision Condition approving additional and/or different activities or any other amendment shall be an additional service. Additional compensation for each Program Amendment or Revision Condition will be $2,500 and may be authorized under this agreement by the County Manager. This fee does not include Technical Housing activities or other technical fees.

i. The CONSULTANT shall have no responsibility to oversee or administer program engineering, inspection and surveying activities if McDavid Associates, Inc. provides these activities. Basic Program Management associated with these activities shall be provided by the OWNER.

j. Coordination of program closeout.

k. The CONSULTANT shall investigate conflict-of-interest situations for the following groups of individuals:

1. Employees of the CONSULTANT.

2. Property owners of direct benefit units for which the CONSULTANT provides Technical Housing Services. Property owners shall be determined by a DEHC retained attorney.

3. Occupants, which are not property owners, of direct benefit units for which the CONSULTANT provides Technical Housing Services.

4. Contractors recommended by the CONSULTANT.

l. The CONSULTANT shall perform the following activities to discover potential conflict-of-interest situation.

1. Presentation of a disclosure form which defines conflict-of-interest situations to all groups of individuals in B.1.m. Each person shall be asked to sign this disclosure form.

2. Coordination with the OWNER’S staff of any potential conflict-of-interest situations discovered through the disclosure form process and how to deal with each situation.
2. **Technical Housing Services (THS)** – The CONSULTANT agrees to furnish personnel and facilities necessary to accomplish project Technical Housing activities for the work in SECTION A. Services may include, but are not necessarily limited to, the following:

   a. Prepare plans, specifications, and contract documents for all housing rehabilitation contracts.
   b. Administer all contracts for housing rehabilitation, review all bids, make recommendations for awards, review and approve pay requests, prepare change orders and close-out contracts.
   c. Provide general housing inspection of the contractor’s work as construction progresses to determine general conformance with the contract documents and applicable Local, State and Federal regulations. The CONSULTANT shall not be held responsible for the contractor’s work or the Contractor’s conformance with Local, State and Federal regulations.
   d. Housing casework recordkeeping.

3. **Additional Services**

   a. Additional services may be authorized by the County Manager. Additional services may include, but shall not be specifically limited to, the following:
      1. Redesigns requested by the OWNER after final write-ups have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
      2. Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
   b. All survey and related services to include but not limited to:
      a. All property recovery and/or surveys.
      b. All right-of-way and/or easement surveys.
      c. All acquisition surveys.
      d. All severance surveys.
      e. Investigative surveys.
      4. Subsurface soil investigations, soil borings, special geological investigations, hydraulic investigations, laboratory tests, similar special investigations, testing and reports.
   c. Special permits to include but not limited to:
      a. Wetlands
      b. Corps of Engineers
   e. Technical Housing and related activities resulting from a Program Amendment.
   f. It is hereby understood and agreed fees are based on available funds in the application.
      If additional funds are added to complete activities, additional compensation will be due the CONSULTANT.

b. This Agreement may be amended at any time to include any additional consulting services requested under this or similar program.

c. In the event excess funds are available and additional activities are undertaken, this Agreement shall be amended to include additional compensation to the CONSULTANT. The CONSULTANT shall not be responsible for excess funds which cannot be expended within the grant period allotted.

d. Included Services
   1. This Agreement shall include land surveying services needed to be paid on an hourly basis.
   2. This Agreement shall include special reports, presentations and intake as requested by the Board of Commissioners to be paid on an hourly basis.
SECTION C – OWNER'S RESPONSIBILITIES

1. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.

2. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.

3. The OWNER shall give prompt consideration to recommendation and work submitted by the CONSULTANT.

4. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.

5. The OWNER will bear all costs incidental to compliance with the requirements of this section.

6. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.

7. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.

8. The OWNER will administer this agreement directly with the CONSULTANT.

9. The OWNER shall provide the CONSULTANT with prompt notice of any potential CONFLICTS OF INTEREST as described in paragraph 8 of Section E of this agreement. Failure to notify the CONSULTANT shall relieve the CONSULTANT of all liability associated with the expenditure of DEHC funds where a conflict of interest is determined to exist.

10. Provide additional compensation to the CONSULTANT if additional funds are utilized for this program in accordance with Section B.3.

11. The OWNER shall investigate conflict-of-interest situations for the following individuals:
   a. Current elected officials
   b. Elected officials which have been out of office for less than one year.
   c. Any employee of the OWNER which performs any function of the grant, no matter how remote.
   d. Any employee of the OWNER which performs any function of the grant, no matter how remote which has left the employment of the OWNER within the past year.
SECTION D – COMPENSATION

1. The OWNER shall compensate the CONSULTANT for Basic Program Management (BPM) the lump sum of $85,000 which represents 8% of the available funds. Payment for Basic Program Management shall be correlated with completion of specific tasks. The tasks shall be:
   a. BPM-Release of Funds/Conditions  $20,000
   b. BPM-General Program Management  $30,000
   c. BPM-Housing Tasks  $30,000
   d. BPM-Closeout  $5,000

2. The OWNER shall compensate the CONSULTANT for Technical Housing Services (THS) the following on a per unit basis.
   a. The number of units listed in Section A – Program Description is used here as a guide. Revisions to the number of units shall be made on a unit price basis to reflect final quantities
      1) THS-Rehabilitation  19 units @ $7,500 per unit Additional units may be added at $7,500 as desired by the OWNER
   b. Progress payments will be made per unit completed or treated (for non-award units). Units partially completed shall be billed based on the % of effort completed agreed upon by the OWNER & CONSULTANT.
   c. Technical Housing Service is part of Private Rehabilitation service delivery.

3. The CONSULTANT shall take every reasonable effort complete the proposed activities within twenty-four (24) months. However, given the current construction environment and limited contractor base for housing rehabilitation work, a more reasonable expectation of completion is thirty-six (36) months.

4. If additional activities beyond the original proposed activities as defined in Section A are necessary or possible due to excess funds or other reasons, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.

5. Payment for any additional Program Management, land survey or other activity shall be based on the existing corporate fee schedule at the time of service.

SECTION E – GENERAL CONDITIONS

1. Executive Order 11246 – Equal Employment Opportunity. The CONSULTANT shall comply with all applicable provisions of Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). During the performance of this Agreement, the CONSULTANT agrees as follows:
   a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of CONSULTANT noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONSULTANT will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.


No qualified handicapped person shall, based on handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

3. Access to Records & Record Retention.

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of three years following project closeout in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

4. “Section 3” Compliance in the Provision of Training, Employment, and Business Opportunities.

CONSULTANT agrees as follows:

a. The work to be performed under the contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as
amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to sanctions as are specified by CFR Part 135.

5. Termination Provision – Legal Remedies Provision.
The CONSULTANT and OWNER mutually agree as follows:

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided no such termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, change of program manager) and that the CONSULTANT is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

c. If termination for default is affected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is affected by the CONSULTANT or if termination for convenience is affected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.
d. Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

6. Nondiscrimination Clause – Civil Rights Act of 1964, Title VI.
No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which receives federal funds.

7. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age.
No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

8. Conflict of Interest – Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.
No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one ear thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

CONSULTANT agrees to as follows:

   a. 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.
   b. If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

10. The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER or the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.
THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement – the date and year first above written.

ATTEST:  

NASH COUNTY
OWNER

By

Typed Name  Janice Evans
Title  Clerk to the Board
(SEAL)

Typed Name  Robbie B. Davis
Title  Chairman

ATTEST:  

McDavid ASSOCIATES, INC.
CONSULTANT

By

Typed Name  Joseph W. McKamey
Title  Secretary
(SEAL)

Typed Name  Richard B. Moore
Title  President

“This instrument has been pre-audited in the manner requested by the Local Government Budget and Fiscal Control Act”

Donna Wood, Finance Director
CONTRACTOR’S CERTIFICATION OF ELIGIBILITY

By entering this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.


_________________________________  McDavid Associates, Inc.
(Signature)                          (Name of Firm)
_________________________________  PO Drawer 49
(Street Address or P.O. Box)        (City, State, Zip)
_________________________________
Farmville, NC 27828
56-1012114
(Identification or Social Security No.)

The SAM.gov and NC DOA websites have been checked and the above contractor has been determined to be eligible to participate in a DEHC assisted project.

_________________________________
(Signature of Verifying Officer)

_________________________________
Nash County
(Grantee Name)

_________________________________
(DEHC Grant Number)
Ms. McGhee presented for the Board’s consideration Abandoned Manufactured Homes Grant Project Budget Ordinance Amendment.

On motion of Gwen Wilkins seconded by Marvin C. Arrington and duly passed that the Nash County Board of Commissioners approve the following Grant Project Budget Ordinance Amendment.

NASH COUNTY
2021 ABANDONED MANUFACTURED HOME GRANT
2021 AMH GRANT PROJECT ORDINANCE AMENDMENT

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby amended:

Section 1. The project authorized is the Abandoned Manufactured Home Grant Program described in the work statement contained in Contact Number CW19648 between the County of Nash and the North Carolina Department of Environment and Natural Resources. This project is more familiarly known as the Abandoned Manufactured Home (AMH) Grant.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Environment and Natural Resources and the budget contained herein.

Section 3. The following revenues shall be received to complete this project:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abandoned Manufactured Housing Grant</td>
<td>$27,000</td>
<td>$27,000</td>
</tr>
<tr>
<td>Client Contribution</td>
<td>0</td>
<td>$6,140</td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>0</td>
<td>$2,380</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$27,000</td>
<td>$35,520</td>
</tr>
</tbody>
</table>

Section 4. The following amounts shall be expended for the project:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Abandoned Manufactured Homes</td>
<td>$27,000</td>
<td>$35,520</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$27,000</td>
<td>$35,520</td>
</tr>
</tbody>
</table>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the Grant Agreement and Federal and State regulations.

Section 6. Funds shall be requisitioned periodically from the State after submission of documentation to the County. Disbursement of funds shall be made by the County upon actual receipt of invoice from the vendor. Compliance with all federal and state procurement regulations is required.

Section 7. The Finance Officer shall report periodically on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project ordinance during every budget submission made to this Board.

Section 9. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction to closeout this project.

Adopted this 7th day of March 2022.

[Signature]
Robbie B. Davis, Chairman

ATTEST:

[Signature]
Janice Evans, Clerk to the Board
Ms. McGhee presented for the Board’s consideration North Carolina State Capital and Infrastructure Fund (SCIF) Directed Grant for Nash County.

On motion of J. Wayne Outlaw seconded by Gwen Wilkins and duly passed that the Nash County Board of Commissioners approve the following Grant Project Budget Ordinance.

NASH COUNTY
NC OFFICE OF BUDGET AND MANAGEMENT GRANTS FUND
GRANT PROJECT ORDINANCE

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The ordinance authorized is the Nash County NC Office of Budget and Management Grant Project for the purpose of managing the grant funds disbursed by the N.C. Office of Budget and Management. These grant funds are to be used exclusively for the purpose of capital as directed by NC General Assembly in Session Law 2021-180, as amended by Session Law 2021-189.

Section 2. The officers of this unit are hereby directed to proceed with the administration of the grant funds within the terms of the grant agreements and all rules and regulations within North Carolina General Statutes as it pertains to grant projects and the budget contained herein.

Section 3. The following grant has been awarded:

| 129-0213-469613 | NC Office of Budget and Management | $1,000,000 |

Section 4. The following expenditures are projected:

| 129-4125-559005 | Construction | $1,000,000 |

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Officer shall report annually on the financial status of each project element in Section 4.

Section 7: Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in managing these grant funds.

Section 8: This grant project ordinance expires on June 30, 2023, or when all the Grant funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this 7th day of March, 2022.

ATTEST:

Robbie B. Davis, Chairman

Janice Evans, Clerk to the Board
Ms. McGhee presented for the Board's consideration 2020 Community Development Block Grant - Coronavirus and requested approval of the Interlocal Agreements with the Town of Castalia, Town of Nashville, Town of Spring Hope, and Town of Whitakers and and Subrecipient Agreement with CloudWyze.

On motion of Marvin C. Arrington seconded by Gwen Wilkins and duly passed that the Nash County Board of Commissioners approve the following Interlocal Agreements with the Town of Castalia, Town of Nashville, Town of Spring Hope, and Town of Whitakers and and Subrecipient Agreement with CloudWyze for the 2020 Community Development Block Grant – Coronavirus project.

NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this “Agreement”) dated this 26th day of December, 2020 (the Effective Date), between TOWN OF CASTALIA, a North Carolina municipal corporation (the “Town”), and NASH COUNTY, a body politic and corporate of the State of North Carolina (“Nash County”) (collectively the “parties”);

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Castalia with a handwashing station and WIFI tower to improve internet services; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Castalia with a handwashing station and WIFI tower to improve internet services, known as the (the “Properties”); and

WHEREAS, the Town is the owner of the properties located at

Castalia Community Park, 9656 Main St, Castalia, NC 27816;

that is being developed to include equipment/certain real Properties to improve health and safety standard, plus improve citizen internet connections, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Grant Agreement”), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Property and the ownership, construction, operation, repair, and maintenance of the handwashing station and WIFI tower;
NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of WIFI Tower and Handwashing Station. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install a WIFI tower and a handwashing station on the property. Following construction and installation of the Property (Handwashing Station) and the expiration of the one (1) year construction warranty given by the contractor, Nash County shall transfer all of its right, title and interest in the Property (Handwashing Station) to the town. At the termination of the CDBG-CV Grant, Nash County shall transfer all of its right, title and interest in the Property (WIFI Tower) to the Town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. Duration/ Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall terminate upon Nash County transferring all its right, title and interest in the WIFI tower and handwashing station to the Town. Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. Financing and Administration.
   a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Subrecipient Agreement.
   b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the WIFI tower and handwashing station.

4. Approval of Final Design. Prior to the allowing of bids, the Town shall have the right to be involved with the procurement process. This may include, but is not limited to: Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. Binding Effect. All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. Waivers. No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. Construction. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY
By: 
Robbie B. Davis, Chairman

ATTEST:

Janice Evans
Clerk to the Board

TOWN OF CASTALIA
By: 
James Alston, Mayor

ATTEST:

Martha Thompson
Clerk
8. Amendment. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.

9. Captions. The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals as of the day and year written herein below.

[SIGNATURE PAGES FOLLOW]
Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

   (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

   (b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

   (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

   (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $900,000, except as modified.
(c) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient’s certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter:

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consulting, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Duplication of Benefits: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC’s Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. Substitution of in-kind contributions for cash is not allowed.

13. Expenditure of Non-CDBG-CV Funds. The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

14. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. Fair Housing. Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and 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.

17. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG-CV is active, the 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 and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. **Section 504 and ADA.** Recipients must complete the Section 504 Survey and Transition Plan. 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.

19. **Environmental Review.** Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. **Language Access Plan (LAP).** Recipients of Federal financial assistance 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. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. **Federal Funding Accountability and Transparency Act (FATA):** The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. **Procurement Standards.** Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(a), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting, 4 N.C.A.C. 19L.0908.

   a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

   b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):

a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.

b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.

c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

25. **Change of Use of Real Property.** Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. **Obligation of Recipient with Regard to Vacant Units.** The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. **Utility Assessments or Fees:** Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. **False or Misleading Information.** Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. **Disputes with DOC.** If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(2)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. **Disputes or Complaints by Subrecipients or Other Entities.** Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. **Schedules**
   (a) **Schedule for Release of Conditions and Completion Activities.** The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director. The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.

   (b) The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.

   (c) All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.

   (d) All closeout documents must be returned to REDD by (September 17, 2023)

   (e) **Schedule for Submission of Compliance Documents.** The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:

   - Environmental – 4 months (April 17, 2021)
   - Equal Employment and Procurement Plan – 4 months (April 17, 2021)
   - Fair Housing Plan – 4 months (April 17, 2021)
   - Section 3 Plan – 4 months (April 17, 2021)
   - Section 504 Plan – 4 months (April 17, 2021)
   - Language Access Plan – 4 months (April 17, 2021)
   - Duplication of Benefit Policy and Plan- 4 months (April 17, 2021)
   - Request for Release of Funds – 5 months (May 17, 2021)

   (f) **Timely Drawdown of Funds.** Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.
32. **Scope of Work (Attachment A):** Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. **Progress Report.** Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. **Performance Measures**

The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

(a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

(b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient’s governing body to execute this Grant Agreement.

Date: December 17, 2020

Date: 1/4/2021

Secretary of the Department of Commerce

☑ By: [Signature]

Iris C. Payne, CDBG Program Director, REDD

[Name and Title]

☑ By: [Signature]

Name of Recipient

[Name and Title]

Signature of Authorized Official

[Title]
NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this “Agreement”) dated this ______ day of ______, ______ (the Effective Date’), between TOWN OF NASHVILLE, a North Carolina municipal corporation (the “Town”), and NASH COUNTY, a body politic and corporate of the State of North Carolina (“Nash County”) (collectively the “parties”);

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Nashville with a WIFI tower to improve internet services, known as the (the “Property”); and

WHEREAS, the Town is the owner of the properties located at

J.W. Glover Park, 174 J.W. Glover Memorial, Loyd Park Dr, Nashville, NC 27856;

that is being developed to include equipment/certain real Property to improve citizen internet connections, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Grant Agreement”), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Property and the ownership, construction, operation, repair, and maintenance of the WIFI tower;

NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of WIFI Tower. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install a WIFI tower on the property. At the termination of the CDBG-CV Grant, Nash County shall transfer all of its right,
title and interest in the Property to the Town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. Duration/ Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall terminate upon Nash County transferring all its right, title and interest in the WIFI tower to the Town. The Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State.

In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. Financing and Administration.

   a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Sub-recipient Agreement.
   b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the WIFI tower.

4. Approval of Final Design. Prior to the procurement of bids, the Town shall have the right to be involved with the procurement process. This includes, but is not limited to:
   Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. Binding Effect. All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. Waivers. No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. Construction. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. Amendment. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.

9. Captions. The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals as of the day and year written herein below.
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY

By: [Signature]
Robbie B. Davis, Chairman

ATTEST:

[Signature]
Janice Evans
Clerk to the Board

TOWN OF NASHVILLE

By: [Signature]
Brenda Brown, Mayor

ATTEST:

[Signature]
Sarah Tinkham
Clerk
Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

   (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

   (b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

   (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

   (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $900,000, except as modified.
(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq); (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. **Obligations of Recipient with Respect to Certain Third-Party Relationships.** Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient’s certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. **Duplication of Benefits.** Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC’s Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. **Reimbursement to DOC for Improper Expenditures.** The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. **Recordkeeping Requirements.** Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. **Access to Records.** The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. **Release of Personal, Financial and Identifying Information.** To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

13. **Expenditure of Non-CDBG-CV Funds.** The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19J) as well as any other applicable reporting requirements.

14. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. **Fair Housing.** Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and 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.

17. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG-CV is active, the 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 and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. **Section 504 and ADA.** Recipients must complete the Section 504 Survey and Transition Plan. 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.

19. **Environmental Review.** Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. **Language Access Plan (LAP).** Recipients of Federal financial assistance 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. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. **Federal Funding Accountability and Transparency Act (FATA):** The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. **Procurement Standards.** Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(q), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

   a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

   b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. **Labor Standards.** Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
   a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
   b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
   c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
   d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. **Architectural Barriers.** Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ("ADA") and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

25. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (j) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. Utility Assessments or Fees: Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce — Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ("REDD") will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. Schedules
(a) Schedule for Release of Conditions and Completion Activities. The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director. The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.

(b) The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.

(c) All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.

(d) All closeout documents must be returned to REDD by (September 17, 2023)

(e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
   • Environmental – 4 months (April 17, 2021)
   • Equal Employment and Procurement Plan – 4 months (April 17, 2021)
   • Fair Housing Plan – 4 months (April 17, 2021)
   • Section 3 Plan – 4 months (April 17, 2021)
   • Section 504 Plan – 4 months (April 17, 2021)
   • Language Access Plan – 4 months (April 17, 2021)
   • Duplication of Benefit Policy and Plan - 4 months (April 17, 2021)
   • Request for Release of Funds – 5 months (May 17, 2021)

(f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.
32. **Scope of Work (Attachment A):** Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. **Progress Report.** Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. **Performance Measures**
   The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

   (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

   (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Date: December 17, 2020

Date: 1/4/2021

[Signature]

(Title)
Attachment A
CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina’s CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the County of Nash.

C. Designated Activities

The Recipient shall only perform the following approved activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ACTIVITY TYPE</th>
<th>NATIONAL OBJECTIVE</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Public Services and Public Facility and Improvements</td>
<td>FY20 CDBG-CV Nash County</td>
<td>LMI Direct Benefit for Subsistence Payments and LMI Areawide for Public Facility Improvements</td>
<td>Nash County will provide emergency rent, mortgage, and utility assistance up to six months to low-to-moderate households; provide Wi-Fi zones to assist LMI residents; and install handwashing stations in public facilities. The county will partner with CloudWyze and Nash Edgecombe Economic Development.</td>
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NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this "Agreement") dated this ______ day of ________, ________ (the Effective Date), between TOWN OF SPRING HOPE, a North Carolina municipal corporation (the "Town"), and NASH COUNTY, a body politic and corporate of the State of North Carolina ("Nash County") (collectively the "parties");

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the "CDBG-CV Grant") (20-V-3526) project, the purpose of which is to provide the Town of Spring Hope with handwashing stations, known as the (the "Property"); and

WHEREAS, the Town is the owner of the properties located at

Spring Hope Public Library, 101 S. Ash Street, Spring Hope, NC 27882;

Spring Hope Town Hall, 118 W B Railroad Street, Spring Hope, NC 27882;

that are being developed to include equipment/certain real Property to improve health and safety standard, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Grant Agreement"), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and,

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Properties and the ownership, construction, operation, repair, and maintenance of the handwashing stations;

NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of Handwashing Stations. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install
handwashing stations on the property. Following construction and installation of the Property and the expiration of the one (1) year construction warranty given by the contractor, Nash County shall transfer all of its right, title and interest in the Property to the town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. Duration/ Termination. The term of this Agreement shall commence on the Effective Date, this Agreement shall terminate upon Nash County transferring all its right, title and interest in the handwashing stations to the Town. This Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. Financing and Administration.
   a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Subrecipient Agreement.
   b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the handwashing stations.

4. Approval of Final Design. Prior to the allow of bids, the Town shall have the right to be involved with the procurement process. This may include, but is not limited to: Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. Binding Effect. All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. Waivers. No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. Construction. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. Amendment. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.

9. Captions. The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY

By: [Signature]

Robbie B. Davis, Chairman

ATTEST:

[Signature]

Janice Evans
Clerk to the Board

TOWN OF SPRING HOPE

By: [Signature]

Kyle Pritchard, Mayor

ATTEST:

[Signature]

Michelle Collins
Clerk
Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

   (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

   (b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

   (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

   (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $900,000 except as modified.
(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq); (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. **Obligations of Recipient with Respect to Certain Third-Party Relationships.** Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L. .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. **Changes to Agreement.** Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. **Conflict of Interest.** Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L. .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. **Duplication of Benefits**: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC’s Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. **Reimbursement to DOC for Improper Expenditures**: The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. **Recordkeeping Requirements**: Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. **Access to Records**: The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. **Release of Personal, Financial and Identifying Information.** To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

13. **Expenditure of Non-CDBG-CV Funds.** The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

14. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. **Fair Housing.** Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and 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.

17. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG-CV is active, the 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 and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. **Section 504 and ADA.** Recipients must complete the Section 504 Survey and Transition Plan. 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.

19. **Environmental Review.** Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. **Language Access Plan (LAP).** Recipients of Federal financial assistance 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. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. **Federal Funding Accountability and Transparency Act (FATA):** The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. **Procurement Standards.** Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

   a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

   b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
   a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
   b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
   c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
   d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(I)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ("ADA") and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and usable by the physically handicapped.

25. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. Utility Assessments or Fees: Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ("REDD") will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. **Disputes or Complaints by Subrecipients or Other Entities.** Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. **Schedules**

(a) **Schedule for Release of Conditions and Completion Activities.** The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director. The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.

(b) **The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**

(c) **All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**

(d) **All closeout documents must be returned to REDD by (September 17, 2023)**

(e) **Schedule for Submission of Compliance Documents.** The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:

- Environmental – 4 months (April 17, 2021)
- Equal Employment and Procurement Plan – 4 months (April 17, 2021)
- Fair Housing Plan – 4 months (April 17, 2021)
- Section 3 Plan – 4 months (April 17, 2021)
- Section 504 Plan – 4 months (April 17, 2021)
- Language Access Plan – 4 months (April 17, 2021)
- Duplication of Benefit Policy and Plan– 4 months (April 17, 2021)
- Request for Release of Funds – 5 months (May 17, 2021)

(f) **Timely Drawdown of Funds.** Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.
32. Scope of Work (Attachment A): Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. Progress Report. Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. Performance Measures
The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

(a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

(b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient’s governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: December 17, 2020

By: ____________________________
Iris C. Payne, CDBG Program Director, REDD
Nash County, NC

Date: 1/4/2021

Name of Recipient

By: ____________________________
Signature of Authorized Official

(Title)
Attachment A
CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina’s CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the County of Nash.

C. Designated Activities

The Recipient shall only perform the following approved activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ACTIVITY TYPE</th>
<th>NATIONAL OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Services and Public Facility and Improvements</td>
<td>FY20 CDBG-CV Nash County</td>
<td>LMI Direct Benefit for Subsistence Payments and LMI Areawide for Public Facility Improvements</td>
<td>Nash County will provide emergency rent, mortgage, and utility assistance up to six months to low-to-moderate households; provide Wi-Fi zones to assist LMI residents; and install handwashing stations in public facilities. The county will partner with CloudWyze and Nash Edgecombe Economic Development.</td>
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</tbody>
</table>
NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this "Agreement") dated this ______ day of ______, ______ (the Effective Date"), between TOWN OF WHITAKERS, a North Carolina municipal corporation (the "Town"), and NASH COUNTY, a body politic and corporate of the State of North Carolina ("Nash County") (collectively the "parties");

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the "CDBG-CV Grant") (20-V-3526) project, the purpose of which is to provide the Town of Whitakers with a handwashing station and WIFI tower to improve internet services, known as the (the "Properties"); and

WHEREAS, the Town is the owner of the properties located at

Whitakers Town Hall, 302 NW Railroad Street, Whitakers, NC 27891

that is being developed to include equipment/certain real Properties to improve health and safety standard, plus improve citizen internet connections, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Grant Agreement"), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Property and the ownership, construction, operation, repair, and maintenance of the handwashing station and WIFI tower;

NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of WIFI Tower and Handwashing Station. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install a WIFI tower and a handwashing station on the property. Following construction and
installation of the Property (Handwashing Station) and the expiration of the one (1) year construction warranty given by the contractor, Nash County shall transfer all of its right, title and interest in the Property (Handwashing Station) to the town. At the termination of the CDBG-CV Grant, Nash County shall transfer all of its right, title and interest in the Property (WIFI Tower) to the Town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. Duration/ Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall terminate upon Nash County transferring all its rights, title and interest in the WIFI tower and handwashing station to the Town. Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. Financing and Administration.
   
   a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Subrecipient Agreement.
   
   b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the WIFI tower and handwashing station.

4. Approval of Final Design. Prior to the procurement of bids, the Town shall have the right to be involved with the procurement process. This includes, but is not limited to: Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. Binding Effect. All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. Waivers. No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. Construction. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. Amendment. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.
9. Captions. The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals as of the day and year written herein below.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY

By: [Signature]
Robbie B. Davis, Chairman

ATTEST:

[Signature]
Janice Evans
Clerk to the Board

TOWN OF WHITAKERS

By: [Signature]
Doris Lindsey, Mayor Pro Tem

ATTEST:

[Signature]
Shante' Williams
Clerk
Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the "Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

   (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

   (b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

   (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

   (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $900,000, except as modified.
(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. **Obligations of Recipient with Respect to Certain Third-Party Relationships.** Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient’s certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. **Duplication of Benefits**: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC’s Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. **Reimbursement to DOC for Improper Expenditures**. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. **Recordkeeping Requirements**. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. **Access to Records**. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. **Release of Personal, Financial and Identifying Information.** To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

13. **Expenditure of Non-CDBG-CV Funds.** The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19M) as well as any other applicable reporting requirements.

14. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. **Fair Housing.** Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and 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.

17. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG-CV is active, the 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 and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. 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.

19. Environmental Review. Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. Language Access Plan (LAP). Recipients of Federal financial assistance 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. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. (4 N.C.A.C. 19L.0908.

a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
   a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
   b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
   c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
   d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically...
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and usable by the physically handicapped.

25. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are satisfied, as modified or as may be modified by HUD or DOC.

26. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. Utility Assessments or Fees: Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.

30. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. Schedules
(a) Schedule for Release of Conditions and Completion Activities. The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director. The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.

(b) The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.

(c) All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.

(d) All closeout documents must be returned to REDD by (September 17, 2023)

(e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
   - Environmental – 4 months (April 17, 2021)
   - Equal Employment and Procurement Plan – 4 months (April 17, 2021)
   - Fair Housing Plan – 4 months (April 17, 2021)
   - Section 3 Plan – 4 months (April 17, 2021)
   - Section 504 Plan – 4 months (April 17, 2021)
   - Language Access Plan – 4 months (April 17, 2021)
   - Duplication of Benefit Policy and Plan- 4 months (April 17, 2021)
   - Request for Release of Funds – 5 months (May 17, 2021)

(f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.
32. **Scope of Work (Attachment A):** Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. **Progress Report.** Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. **Performance Measures**
   The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

   (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

   (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

**Secretary of the Department of Commerce**

Date: December 17, 2020

[Signature]

**By:** Iris C. Payne, CDBG Program Director, REDD

[Signature]

Date: 1/4/2021

[Signature]

**By:** Name of Recipient

[Signature]

**By:** Signature of Authorized Official

[Signature]

(Title)
Attachment A
CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina’s CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the County of Nash.

C. Designated Activities

The Recipient shall only perform the following approved activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ACTIVITY TYPE</th>
<th>NATIONAL OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Services and Public Facility and Improvements</td>
<td>FY20 CDBG-CV Nash County</td>
<td>LMI Direct Benefit for Subsistence Payments and LMI Areawide for Public Facility Improvements</td>
<td>Nash County will provide emergency rent, mortgage, and utility assistance up to six months to low-to-moderate households; provide Wi-Fi zones to assist LMI residents; and install handwashing stations in public facilities. The county will partner with CloudWyze and Nash Edgecombe Economic Development.</td>
</tr>
</tbody>
</table>
Ms. McGhee presented for the Board’s consideration Nash County Miracle Park at Coopers – Phase 2 Engineering Design Services Agreement.

On motion of J. Wayne Outlaw seconded by Sue Leggett and duly passed that the Nash County Board of Commissioners approve the following Nash County Miracle Park at Coopers – Phase 2 Engineering Design Services Agreement.
We appreciate the opportunity to submit a proposal for services required for the proposed Nash County Miracle Park at Coopers Ph 2. Based on our conversations, the preliminary site information you have provided and our understanding of the project needs, the services we propose to offer are as follows:

Surveying

- Not Required for this portion of the Project.

Preliminary Site Investigation

- Not Required for this portion of the Project.

Traffic

- Not Required for this portion of the Project.

Conceptual – Site Plan Design

- Stocks will prepare a Conceptual Site Plan (PARTF Format) which will include the building footprint provided by the client with associated parking, drives, buffers, etc. Stocks will include recommendations for driveways, parking, landscape areas, drainage, stormwater controls, solid waste facilities, water, sewer, drainage, easements, recreation facilities, and other pertinent data necessary for preliminary review and comment by the Owner before the PARTF Submittal Deadline.

- Conceptual Plan Development includes meeting with owner/client to determine components of plan, design/computer drafting of plan, incorporating local land development codes and ordinance, as relates to layout, stormwater, landscape, etc, meeting with owner/client/county for initial comments, revisions per meetings.

Engineering – Cost Estimates

Using the APPROVED Conceptual Site Plan; we will proceed with the following design elements.

- Cost Estimates (PARTF Format)

- Stocks will submit plans to the County and represent Owner and/or Developer at County meetings for site plan approvals. Typically, the approving agency spends extensive time in review meetings resulting in comments and subsequent revisions. Our fee reflects an allowance for these meetings and normal revisions. Preferential revisions required on items we have already obtained initial approval from them on are considered extra.

- Stocks will conduct site visits necessary to complete the site design.

- Stocks will attend local development meetings with Owner and/or Developer and Architect as needed to coordinate site design.

- All drawings will be performed on computer using AutoCAD format.

- Stocks will participate in development meetings via conference call with the Owner as needed to coordinate site design and construction.
Services not Part of This Contract

- Construction Drawings and Specifications.
- Any items not specifically mentioned above.

Design Liability

- DESIGN/FIELD CONDITIONS quite easily may vary from that represented in the initial soils report and/or topographical report. Isolated areas may show up weak and adverse soils or groundwater conditions may be discovered that were not revealed during the initial soils investigation. Therefore, the Owner/Client is to be aware that Skocks Engineering, P.A. will not and cannot be held responsible for any failures to either a street or parking lot pavement design unless we can be fully and totally involved in the construction process which may include, but may not necessarily be limited to, testing subgrade and base density, engaging the Design Engineer for the evaluation of the subgrade and for the observation of proof rolling subgrade and base at various steps of construction, opportunity for the Design Engineer to call in a soils engineer for consultation and advice, etc. – steps which taken altogether with the initial design shown on the plans, constitute the complete design of the road, street of parking area (private or public). The Design Engineer must be given the full latitude and opportunity to complete the design by fully participating in the construction process. Plan design is a small portion of the Design and cannot be separated from the construction process if the Owner's/Client's desire is to have the Design Engineer stand behind the completed designed project.

CLIENTS RESPONSIBILITY

- Furnish guidance and review in a timely manner.
- Provide permission for our employees and consultants to enter upon land.
- Prompt payment of all invoices.
- Furnish any available deeds, easements and maps available on the property. Provide copies of agreements or easements known to exist on adjacent property which grant you use of such properties.
- Should outside consultants be required, reimburse us for all outside consultant fees in a timely manner.
- Reimburse us for all mileage, blueprints, permit fees, printing, review, and application fees. These fees are considered extra and are not covered in the base fees.
- Reimburse us for revisions required by the Owner, state or the local agency that are preferences and not otherwise required by code, ordinances, or regulation.

Payment

All services will be billed by the month based on percentage of scope completed.

FEES

For the aforementioned services we propose the following fees, subject to the conditions of this proposal and agreement, unless listed as "estimated" in which case those services will be billed by the hour:

A. Site Specific Site Plan (PARTF Format)
   
   o Conceptual Site Plan $ 1,480

B. Cost Estimates (PARTF Format)
   
   o Cost Estimates $ 1,040

C. Meetings
   
   o Park Committee, Public, and Commissioners Meetings $ 960
Nash County Miracle Park at Coopers Ph 2
Tuesday, February 22, 2022

D. **Reimbursables** (At Cost – None Estimated)

<table>
<thead>
<tr>
<th></th>
<th>At Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Fees</td>
<td>$0.58/mile</td>
</tr>
<tr>
<td>Mileage</td>
<td>$3.00/sheet</td>
</tr>
<tr>
<td>Blueprints/Large Format Plots</td>
<td>$0.15/sheet</td>
</tr>
</tbody>
</table>

All revisions and extraordinary work, on-site development meetings, construction administration will be billed by the hour at the following rates:

- Professional Engineer/Manager: $120/hour
- Engineer Technician: $85/hour
- CADD Technician: $65/hour
- Construction Inspector: $75/hour
- Administration Assistant: $45/hour
- Survey Crew: $105/hour

If we have over-estimated the scope of services requested or NOT included services you believe to be pertinent in this proposal, please advise and we will amend accordingly.

---

**Timing and Acceptance**

We can begin the Conceptual Plan Process within 1 week from Notice To Proceed.

Once Conceptual Plan is approved, final Constructions Drawings will be completed with 3 weeks.

If you concur with this proposal, please sign in the space provided below and forward one copy to us, which will serve as our Notice To Proceed. This proposal if good for 30 days. Thank you for the opportunity to submit the above quote.

Sincerely,

Stocks Engineering, P.A.

J. Andrew Stocks

J. Andrew Stocks, PE
Project Manager

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This Letter of Agreement between Stocks Engineering, P.A. and Nash County is understood and acceptable.

Signature: [Signature]

Name: Debbie B. Davis

Date: 3/7/2022

2022-015 Nash County Miracle Park Ph 2/Proposals/"NCMP PH 2 PARTF Proposal.doc"

1) Consultant’s Scope of Services Stocks Engineering’s (Enginie) undertaking to perform professional services extends only to the Services specifically described in this Agreement. However, if requested by the Client and agreed to by Stocks Engineering, Stocks Engineering will perform additional services ("Additional Services") hereunder. Stocks Engineering is solely authorized, but not required, to perform Additional Services for services deemed appropriate ... by Stocks Engineering in its sole discretion, at the Client’s cost and at the Client’s risk.

2) Client’s Responsibilities In addition to other responsibilities described herein or imposed by law, the Client shall:

   a) Provide all information and data to the Client’s requirements, objectives, and expectations for the project and all new data reasonably necessary in Stocks Engineering’s opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon which all of which Stocks Engineering may rely.

   b) Arrange for access to the site and other information to be provided as requested for Stocks Engineering to provide its services.

   c) Review all documents or oral reports presented by Stocks Engineering and render in writing decisions pertaining thereto within a reasonable time as to whether to accept or reject the Services. Stocks Engineering. In case of failure to provide the Client with written notice to Stocks Engineering unless the Client becomes aware of any development that affects the scope and timing of Stocks Engineering’s services or any defect or noncompliance in any aspect of the project.

   d) Keep all costs incident to the responsibilities of the Client.

3) Period of Services Unless otherwise stated herein, Stocks Engineering will begin work in a timely manner after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. For performance shall be extended as necessary for delay or suspensions due to any circumstances that Stocks Engineering does not control. Such a delay or suspension shall not terminate this Agreement unless Stocks Engineering elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulative), the rates of compensation provided for in this Agreement shall be renegotiated.

4) Compensation for Additional Services Unless otherwise agreed to in writing, the Client shall pay Stocks Engineering for the performance of any Additional Services an amount based upon Stocks Engineering’s current hourly rates plus an amount to cover direct expenses including in-house personnel expenses, travel expenses, telephone calls, postage, and word processing.

5) Method of Payment Compensation shall be paid to Stocks Engineering in accordance with the following provisions:

   a) Invoices will be submitted by Stocks Engineering to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 20 days of receipt. Stocks Engineering will submit all invoices to the Client within 30 days of the date of the invoice. Stocks Engineering agrees to forward invoices to the Client within 30 days of the date of the invoice. Stocks Engineering agrees to provide timely notice of any late invoices to the Client.

   b) If the Client objects to an invoice, it must advise Stocks Engineering in writing giving its reasons within 14 days of receipt of the invoice or the Client’s objections will be waived, and the invoice shall be conclusively deemed due and owing.

   c) If Stocks Engineering fails to complete any part of the services or fails to complete any part of the services, the Client shall be entitled to a prompt refund of all amounts paid.

   d) Any changes in the scope of work or any additional work shall be subject to written agreement by both parties.

6) Use/Release of Documents All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by Stocks Engineering are released exclusively to the services described in this Agreement. The Client shall have the right to use any of the services for its own purposes, but shall not be required to return any of the services to the Client. The Client shall be entitled to a prompt refund of all amounts paid.

7) Termination The obligation to provide further services under this Agreement may be terminated by either party upon seven days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof contained in the event of failure to perform the terms of this Agreement. In the event of any termination, Stocks Engineering shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Stocks Engineering as a result of such termination. If Stocks Engineering’s compensation is a fixed fee, the amount payable for services determined by Stocks Engineering, the total amount of all services which were to be performed, less prior partial payments.

8) Insurance Stocks Engineering is protected by Worker’s Compensation, professional liability insurance, and general liability insurance for bodily injury and property damage, and will maintain such insurance upon request. If the Client demands Stocks Engineering to obtain increased insurance coverage, or if the nature of Stocks Engineering’s activities requires additional insurance coverage, Stocks Engineering will take out such additional insurance, if obtainable, at the Client’s expense. Engineer and Client waive all rights against each other and their employees, officers, partners, shareholders, officials, agents, and employees for damages covered by insurance during and after the completion of the Services. If the Services result in any construction related to the Project, a similar provision shall be incorporated into all construction contracts entered into by Client and shall protect Client and Engineer to the same extent.

Nash County Miracle Park at Coopers Ph 2
Tuesday, February 22, 2022
Nash County Miracle Park at Coopers Ph 2
Tuesday, February 22, 2022

10) Liability In performing its professional services, Stocks Engineering will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Stocks Engineering's undertaking herein or its performance of services, and it is agreed that Stocks Engineering is not a fiduciary with respect to the Client. To the fullest extent of the law, upon the death, incapacity, or any other event or cause, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Stocks Engineering or Stocks Engineering's officers, directors, employees, agents, and subconsultants to the Client or to any one claiming through, or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or cause, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Stocks Engineering or Stocks Engineering's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation actually received by Stocks Engineering under this Agreement. Under no circumstances shall Stocks Engineering be liable for lost profits or consequential damages or any incidental losses, costs, or expenses caused by the joint or concurrent negligence of the Engineer and Client, they shall be borne by each party in proportion to its own negligence.

11) Certifications Stocks Engineering shall not be required to execute any certifications or other documents that in any way might, in the judgment of Stocks Engineering, tend to stop or direct the work of any contractor. Stocks Engineering is responsible to all of its clients. Stocks Engineering shall determine the correct form and execution of such certifying documents. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Stocks Engineering shall use reasonable care to maintain the confidentiality of that material.

12) Expenses of Litigation If litigation or arbitration related to the services performed is initiated against Stocks Engineering by the Client, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to Stocks Engineering, the Client shall reimburse Stocks Engineering its reasonable attorney's fees, reasonable expert's fees, and other expenses related to the proceeding. Such expenses shall include the cost, determined at Stocks Engineering's normal hourly rates, of the time devoted to the proceedings by Stocks Engineering's employees.

13) Dispute Resolution All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Greater North Carolina Mediation Rules of the American Arbitration Association as a condition precedent to any action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

14) Hazardous Substances and Conditions a) Under the laws in the scope of services, it is agreed that the Client does not request Stocks Engineering to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. If such services are agreed to, Stocks Engineering shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Stocks Engineering's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

b) Stocks Engineering shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which Stocks Engineering actually becomes aware. Upon such notice by Stocks Engineering, Stocks Engineering may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Stocks Engineering is to proceed with its services and if Stocks Engineering is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

c) Exclusion of Costs, if any, in connection with the performance of this Agreement in respect to hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend Stocks Engineering from and against any and all claims, losses, damages, liability, and costs in any way arising out of connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of Stocks Engineering.

15) Construction Phase Services a) If Stocks Engineering's services include the preparation of documents to be used for construction and Stocks Engineering is not retained to make periodic inspections, the Client waives any claims against Stocks Engineering in any way connected thereto.

b) If Stocks Engineering provides construction phase services, Stocks Engineering shall have no responsibility for any contractor's means, methods, techniques, equipment choices and usage, sequence, schedule, safety programs, or safety practices, nor shall Stocks Engineering have any authority or responsibility for the work of any contractor. Stocks Engineering's visits will be for the purpose of overseeing to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Stocks Engineering. Stocks Engineering neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform in work consistent with the construction documents and the contract documents.

c) The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods, that the contractor shall indemnify the Client and Stocks Engineering for all claims and liability arising out of job site accidents; and that the Client and Stocks Engineering shall be made additional insured under the contractor's general liability insurance policy.

d) Stocks Engineering is not responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the Engineer in the Scope of Services.

16) Assignment and Subcontractor This Agreement gives no rights or benefits to anyone other than the Client and Stocks Engineering, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Stocks Engineering. Neither the Client nor Stocks Engineering shall assign or transfer any rights under or interest in this Agreement without the written consent of the other. However, nothing herein shall prevent or restrict Stocks Engineering from retaining independent professional associates, subconsultants, and suppliers, as Stocks Engineering may deem appropriate.

17) Confidentiality The Client consents to the use and dissemination by Stocks Engineering of photographs of the project and to the use by Stocks Engineering of facts, data and information obtained by Stocks Engineering in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Stocks Engineering shall use reasonable care to maintain the confidentiality of that material.

18) Ownership of Documents and Intellectual Property Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Stocks Engineering and furnished to the Client as part of the Services shall become the property of the Client; provided, however, that Stocks Engineering shall have the unrestricted right to use them. Stocks Engineering shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Stocks Engineering.

19) Miscellaneous Provisions This Agreement is to be governed by the laws of the State of North Carolina. This Agreement shall bind, and the benefits thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior agreements, representations, understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or duplicative terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Stocks Engineering. Any provision in this Agreement that is unenforceable in any jurisdiction shall, to the extent allowable, be deleted from the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

10-2006
Ms. Donna Wood, Finance Officer presented for the Board’s consideration North Carolina Department of Public Safety Grant for Nash County Sheriff's Office.

Vice Chairman Outlaw requested the record reflect that if the Board approves the North Carolina Department of Public Safety Grant for the Nash County Sheriff’s Office today that the remaining funds needed for this vehicle (Bear Cat) would come from other grants or asset forfeiture money and if that were not the case of being able to fund the remainder of the cost for this vehicle (Bear Cat) with other grants or asset forfeiture money this grant would be redirected to other needs.

On motion of Dan Cone seconded by Gwen Wilkins and duly passed that the Nash County Board of Commissioners approve the following Grant Project Ordinance.
NASH COUNTY  
DEPARTMENT OF PUBLIC SAFETY GRANTS FUND  
GRANT PROJECT ORDINANCE  

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The ordinance authorized is the Nash County Sheriff's Office Grant Project for the purpose of managing the grant funds disbursed by the Department of N. C. Department of Public Safety. These grant funds are to be used exclusively for the purpose of expenses in enforcing the law as directed by NC General Assembly in Session Law 2021-180 (House Bill 105).

Section 2. The officers of this unit are hereby directed to proceed with the administration of the grant funds within the terms of the grant agreements and all rules and regulations within North Carolina General Statutes as it pertains to grant projects and the budget contained herein.

Section 3. The following grant has been awarded:

| 129-0215-469616 | Department of Public Safety | $ 84,270 |

Section 4. The following expenditures are projected:

| 129-4310-554004 | Vehicles | $ 84,270 |

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Officer shall report annually on the financial status of each project element in Section 4.

Section 7: Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in managing these grant funds.

Section 8: This grant project ordinance expires on June 30, 2023, or when all the Grant funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this 7th day of March 7, 2022.

Robbie B. Davis, Chairman

ATTEST:

Janice Evans, Clerk to the Board
Ms. Wood presented for the Board’s consideration Housing Urgent Repair Program (2020) Project Closeout Ordinance.

On motion of Gwen Wilkins seconded by Sue Leggett and duly passed that the Nash County Board of Commissioners approve the following Grant Project Closeout Ordinance.

NASH COUNTY 2020 URGENT REPAIR PROGRAM
GRANT PROJECT ORDINANCE CLOSEOUT

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Closeout Grant Project Ordinance is hereby adopted:

Section 1. The project authorized and being closed is the 2020 Urgent Repair Project described in the work statement contained in the Grant Agreement between Nash County and the North Carolina Housing Finance Agency (NCHFA). This project is more familiarly known as the 2020 Urgent Repair Program.

Section 2. The officers of this unit have executed the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Housing Finance Agency and the budget contained herein.

Section 3. The following revenues were received to complete this project:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCHFA Grant</td>
<td>$100,000</td>
<td>$99,958</td>
</tr>
<tr>
<td>Invest Earnings</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Section 4. The following amounts were expended for the project:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent Repair of Privately Owned Dwelling</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Section 5. The Finance Officer was directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the Grant Agreement and Federal and State regulations.

Section 6. Funds were disbursed periodically from the NC Housing Finance Agency to Nash County according to the Funding Agreement. Disbursement of funds were made by the County upon actual receipt of invoice from the vendor. Compliance with all federal and state procurement regulations were required.

Section 7. The Finance Officer reported on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer to closeout this project.

Adopted this 7th day of March 2022.

[Signature]
Robbie B. Davis, Chairman

ATTEST:

[Signature]
Janice Evans, Clerk to the Board
Ms. Wood requested approval of five (5) budget amendments.

On motion of Sue Leggett seconded by Dan Cone and duly passed that the following budget amendments be approved.

**Department of Social Services**

This amendment is presented to increase Family Reunification federal funds to provide purchased services to facilitate safe reunification for children in foster care; increase crisis Intervention federal funds to assist qualified citizens with heating and cooling expenses; and increase APS Essential Services federal funds to provide essential services for adults for whom the need for protective services have been substantiated. No additional County funds are required.

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<table>
<thead>
<tr>
<th>Revenue:</th>
</tr>
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<tbody>
<tr>
<td>0100210-454119 FAMILY REUNIFICATION</td>
</tr>
<tr>
<td>0100210-455321 CRISIS INTERVENTION</td>
</tr>
<tr>
<td>0100210-455335 APS ESSENTIAL SERVICES</td>
</tr>
<tr>
<td>10,256</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure:</th>
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<tbody>
<tr>
<td>0105510-569880 FAMILY REUNIFICATION</td>
</tr>
<tr>
<td>0105510-569932 CRISIS INTERVENTION</td>
</tr>
<tr>
<td>0105510-569803 APS ESSENTIAL SERVICES</td>
</tr>
<tr>
<td>10,256</td>
</tr>
</tbody>
</table>

**Planning & Inspections Department**

This budget amendment is presented to budget additional funds for third-party cell tower project reviews by CityScape Consultants, Inc. related to the expansion of 5G and broadband internet service. Review fees are paid by the project applicant, so no additional County funds are required. No County funds are required.

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<th>Planning &amp; Inspections Department</th>
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<tr>
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<tr>
<td>0100300-423005 CELL TOWER REVIEW FEES</td>
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<tr>
<th>Expenditure:</th>
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</thead>
<tbody>
<tr>
<td>0104910-519915 PS-WIRELESS COMM FACILITY</td>
</tr>
</tbody>
</table>

**Senior Services Department**

This amendment is presented to increase funding based on donations for the Project Lifesaver Program. No additional County funds are required.

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<tr>
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<tbody>
<tr>
<td>0100290-487832 PROJECT LIFESAVER DONATIONS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0105810-569296 PROJECT LIFESAVER DONATIONS</td>
</tr>
</tbody>
</table>
This amendment is presented to increase funding from HCCBG for Senior Center Operation. No additional County funds are required.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>Expenditure:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100213-458650</td>
<td>0105330-569075</td>
</tr>
<tr>
<td>SENIOR CENTER OPERATIONS</td>
<td>SENIOR CENTER OPERATIONS</td>
</tr>
<tr>
<td>65,301 Incr</td>
<td>65,301 Incr</td>
</tr>
</tbody>
</table>

**General Fund Transfer**

This budget amendment is presented to budget general fund fund balance to cover the local fund cost to complete the Abandoned Manufactured Home Project for all seventeen active applicants.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>Expenditure:</th>
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</thead>
<tbody>
<tr>
<td>0100991-499100</td>
<td>0109500-598069</td>
</tr>
<tr>
<td>FUND BALANCE APPROPRIATION</td>
<td>TRANSFER TO AMH PROJECT</td>
</tr>
<tr>
<td>2,380 Incr</td>
<td>2,380 Incr</td>
</tr>
</tbody>
</table>

There were no Board appointments for the month of March 2022.

Ms. Doris Sumner, Tax Administrator presented the monthly tax report.

The Monthly Tax Collector’s report was accepted.

Ms. Sumner presented for the Board’s consideration a tax refund requests for March 2022.

On motion of Gwen Wilkins seconded by Marvin C. Arrington and duly passed that the following tax refunds be approved.

**REFUND REQUESTS**

**MARCH 7, 2022**

1. **DOMINA ROGER E. KANDYCE A.** NCO 2021
   4522 DAY SPRING DR.
   ROCKY MOUNT, NC 27804
   TOTAL
   $119.60

   PARCEL 105364 ERROR IN SQUARE FOOTAGE VALUE REDUCTION FROM $272,620 TO $254,770. VALUE DIFFERENCE OF $17,850.

2. **DOMINA ROGER E. KANDYCE A.** NCO 2020
   4522 DAY SPRING DR.
   ROCKY MOUNT, NC 27804
   TOTAL
   $119.60

   PARCEL 105364 ERROR IN SQUARE FOOTAGE VALUE REDUCTION FROM $272,620 TO $254,770. VALUE DIFFERENCE OF $17,850.

2. **ORDESS JOSEPH M.** SWF 2020
   6767 FRAZIER RD.
   BAILEY, NC 27807
   TOTAL
   $125.00

   SOLID WASTE FEE INCORRECTLY CHARGED ON PERSONAL PROPERTY RECORD  P00004194. MOBILE HOME HAS NO METER.
Ms. Sumner asked the Board to consider establishing dates for the Board of Equalization and Review.

On motion of Gwen Wilkins seconded by J. Wayne Outlaw and duly passed that the Board approve the recommended schedule of the Board of Equalization and Review; the first meeting scheduled for Monday, May 2, 2022 at 11:00 a.m. and adjourn for the purpose of accepting appeals at second meeting on June 6, 2022 at 11:00 a.m.

Chairman Davis called on the Commissioners for any comments.

Ms. Stacie Shatzer, County Manager provided a Manager’s Report to the Board.

On motion of Gwen Wilkins seconded by Sue Leggett and duly passed that the Board go into closed session as permitted by NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege; and NCGS 143-318.11(a)(4) for the discussion of matters relating to economic development and the location or expansion of industries or other businesses in the County.

Chairman Davis called for a recess for lunch.

Upon reconvening, Chairman Davis called the closed session to order.

During closed session, the Board received updates on economic development projects, and consulted with the attorney to discuss matters that are subject to the attorney-client privilege between the attorney and Board.

On motion of Gwen Wilkins seconded by Sue Leggett and duly passed that the February 7, 2022 and February 21, 2022 closed session minutes be approved.

On motion of Sue Leggett seconded J. Wayne Outlaw and duly passed that the closed session adjourn.

Chairman Davis called the regular session back to order.

On motion of Gwen Wilkins seconded by J. Wayne Outlaw and duly passed that the meeting adjourn.