

**AGREEMENT BETWEEN NASH COUNTY
AND
BATTLE, WINSLOW, SCOTT & WILEY, P.A.**

THIS AGREEMENT, made this 7th day of October, 2019, by and between Nash County for itself and its successors and assigns hereinafter referred to as the OWNER and Battle, Winslow, Scott & Wiley, P.A for itself hereinafter referred to as ATTORNEY;

WHEREAS, the OWNER has been funded in the amount of \$955,114 by the State of North Carolina to conduct a project described as the 2017 Community Development Block Grant - Disaster Recovery (CDBG-DR) Program; and

WHEREAS, the OWNER desires the services of the ATTORNEY to provide legal services for the 2017 CDBG-DR Program;

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

SECTION A - LEGAL SERVICES

The ATTORNEY agrees to furnish legal services as outlined below:

Routine residential title	\$ <u>500.00</u>	per each
Deed / Easement preparation	\$ <u>250.00</u>	per each
Closing - no loan	\$ <u>750.00</u>	per each
Routine legal work	\$ <u>200.00</u>	per hour

Payment for services shall be as soon as funds are requested and received by the OWNER from the NC Department of Public Safety(NCDPS).

SECTION B - GENERAL CONDITIONS

The ATTORNEY agrees to comply with the following requirements:

1. 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 year 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 of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

2. Legal Remedies/Termination
Any disputes which may arise between the two parties which cannot be resolved by mutual agreement will be settled by the judicial system of North Carolina. This Agreement may be terminated by either party by providing 15 days notice of the intent to terminate.
3. Nondiscrimination Clause
Section 109, Housing and Community Development Act of 1974
No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
4. 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.
5. Section 504 of the Rehabilitation Act of 1973, as amended Nondiscrimination on the Basis of Handicap
No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
6. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended.
No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
7. Section 3 Clause
"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities
 - a. The work to be performed under this 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 contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The attorney will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if

any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.

- d. The attorney will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The attorney will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the 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 contractors and subcontractors, its successors or assigns to those sanctions specified by the grant or loan agreement of contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

8. Access to Records and Record Retainage Clause

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following close out in compliance with 15 NCAC 13L Rule .0911, Recordkeeping. The North Carolina Department of Economic and Community Development, 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 in compliance with the above Rule.

9. ATTORNEY agrees to as follows:

Lobbying As Required by Section 1352, U.S. Code:

- 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.

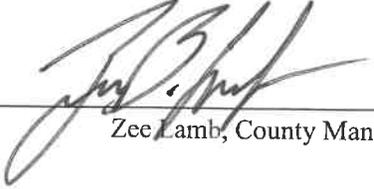
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER

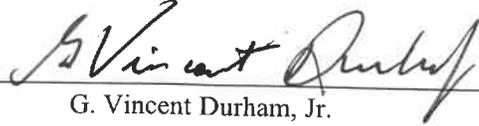
ATTORNEY

NASH COUNTY

BATTLE, WINSLOW, SCOTT & WILEY, P.A.



Zee Lamb, County Manager



G. Vincent Durham, Jr.

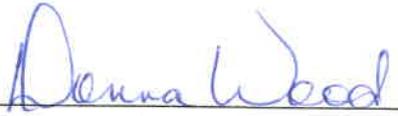
SAM.gov and NC DOA debarred contractors list have been checked and the above listed contractor is not debarred from participation in the CDBG-DR program.



Signature of Verifying Officer

Nash County B-16-DL-37-0001
Grantee Name Grant No.

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”



Donna Wood, Finance Officer

SAM Search Results
List of records matching your search for :

Search Term : Battle, Winslow, Scott & Wiley, PA *
Record Status: Active

No Search Results



Machelle Sanders
Secretary

North Carolina
Department of Administration
Division of Purchase & Contract

Odessa McGlown
State Purchasing Officer

Vendor Name	City, State	Effective Date	Debarment Reason
1800Bunkbed	Kernersville, NC	9/14/2016	NC E-Procurement Fee Default
A&R Vending	Durham, NC	1/7/2010	NC E-Procurement Fee Default
AC/DC Industries, NC.	Houston, TX	5/19/2011	Contract Default
Access Controls of NC LLC	Hertford, NC	9/28/2018	NC E-Procurement Fee Default
Acme Distributors Inc.	Brooklyn, NY	11/18/2004	Contract Default
Acme Textile Company	Wyncote, PA	11/18/1998	Contract Default
Advanced Distributing	Brooklyn, NY	8/29/2002	Contract Default
Advanced Video Security	Morehead City, NC	9/14/2016	NC E-Procurement Fee Default
Advanced Window Tinting	New Bern, NC	9/28/2018	NC E-Procurement Fee Default
Aeich Holdings	Lawrenceville, GA	7/23/2008	NC E-Procurement Fee Default
Alamance Outdoor Equipment	Burlington, NC	12/10/2018	NC E-Procurement Fee Default
Alfa Medical Equipment	Westbury, NY	9/14/2016	NC E-Procurement Fee Default
All American Roofing	Salem, NC	12/16/2011	NC E-Procurement Fee Default
All South Liquidators	Woodstock, GA	8/21/2003	Contract Default
American Family Farms	Elkader, IA	3/23/2006	NC E-Procurement Fee Default
American Sales Co.,	Cleveland, OH	1/11/2007	Contract Default
American Textiles	Spartanburg, SC	7/13/1996	Contract Default
American Transparency	Hickory, NC	2/15/1996	Contract Default
Amerisource	Detroit, MI	7/29/2010	Contract Default
AMTEX	Scottsdale, AZ	10/28/2010	NC E-Procurement Fee Default
Ashland Distribution	Greensboro, NC	9/24/2009	NC E-Procurement Fee Default
"Atlantic Petroleum Equipment / Lighting Bolt Serv Unl"	Greenville NC	1/12/2012	NC E-Procurement Fee Default
August International	Hickory, NC	8/20/1998	Contract Default
Avanti Enterprises, Inc.	Oak Brook, Il.	7/24/2009	NC E-Procurement Fee Default
AV Simply Done	Winston-Salem, NC	12/10/2018	NC E-Procurement Fee Default
Baker Group International	Cocoa Beach, FL	5/27/2010	NC E-Procurement Fee Default
Barrios Distributing	San Diego, CA	9/2/1999	Contract Default
Basic Services, Inc.	Norcross, GA	11/18/1999	Contract Default
Battlecat Productions, Inc.	Wilmington, NC	6/18/2009	Contract Default
Becker Parkin	New York, NY	6/29/2006	NC E-Procurement Fee Default

9/12/2019