

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

-
- 1. CALL TO ORDER - CHAIRMAN**
 - 2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**
 - 3. DISCUSSION ITEMS - NO ACTION**
 - 3.1. Innovation and Technology - Innovation Report Pg. 3
 - 3.2. Library - Reuse of Bricks, Plaques and Bench from Existing Mount Pleasant Library Pg. 5
 - 4. DISCUSSION ITEMS FOR ACTION**
 - 4.1. Sheriff's Office - Acceptance of NC Legislative Outlay Pg. 12
 - 4.2. Sheriff's Office - Transfer of Capital Outlay Radio Funds Pg. 20
 - 4.3. Active Living and Parks - 2023 Proposed Fees and Charges and Policy Pg. 23
 - 4.4. Active Living and Parks - Frank Liske Park Tennis Court Resurfacing Discussion Pg. 58
 - 4.5. BOC - Appointments to Boards and Committees Pg. 61
 - 4.6. Cabarrus County Schools - Funding for Traffic Improvements Pg. 63
 - 4.7. Cabarrus Health Alliance - Vital Strategies: Leveraging Opioid Settlement Funds Pg. 68
 - 4.8. DHS - SHIIP Funding Increase Pg. 72
 - 4.9. Emergency Management - Homeland Security Grant Program Award and Budget Amendment Pg. 75
 - 4.10. Infrastructure and Asset Management - City of Concord Public Utility Easement Pg. 120
 - 5. APPROVAL OF REGULAR MEETING AGENDA**
 - 5.1. BOC - Approval of Regular Meeting Agenda Pg. 127
 - 6. CLOSED SESSION**
 - 6.1. Closed Session - Pending Litigation, Economic Development, and Acquisition of Real Property Pg. 131
 - 7. ADJOURN**

In accordance with ADA regulations, anyone in need of an accommodation to participate in

the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Todd Shanley, Chief Information Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Library - Reuse of Bricks, Plaques and Bench from Existing Mount Pleasant Library

BRIEF SUMMARY:

Library staff has received a request to consider using the plaques, bricks and bench from the original Mount Pleasant Library location in the new facility design. The plaques and bricks recognized donors who provided funding for the original library facility. The bench was in memory of a child who attended story times at the library. Staff is looking for direction from the Board regarding use of these items in the new Mount Pleasant Senior Center and Library facility. Photographs of some of bricks, plaques and the bench are attached for Board review. Staff is considering different ways to incorporate the bench, bricks, and plaques using different materials if directed to include these items in the new design.

REQUESTED ACTION:

Provide direction to staff regarding the inclusion of the plaques, bricks and bench in the new facility design.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Assistant County Manager
Melanie Holles, Library Director
Amy Kendrick, Mount Pleasant Library Branch Manager


BUDGET AMENDMENT REQUIRED:

No

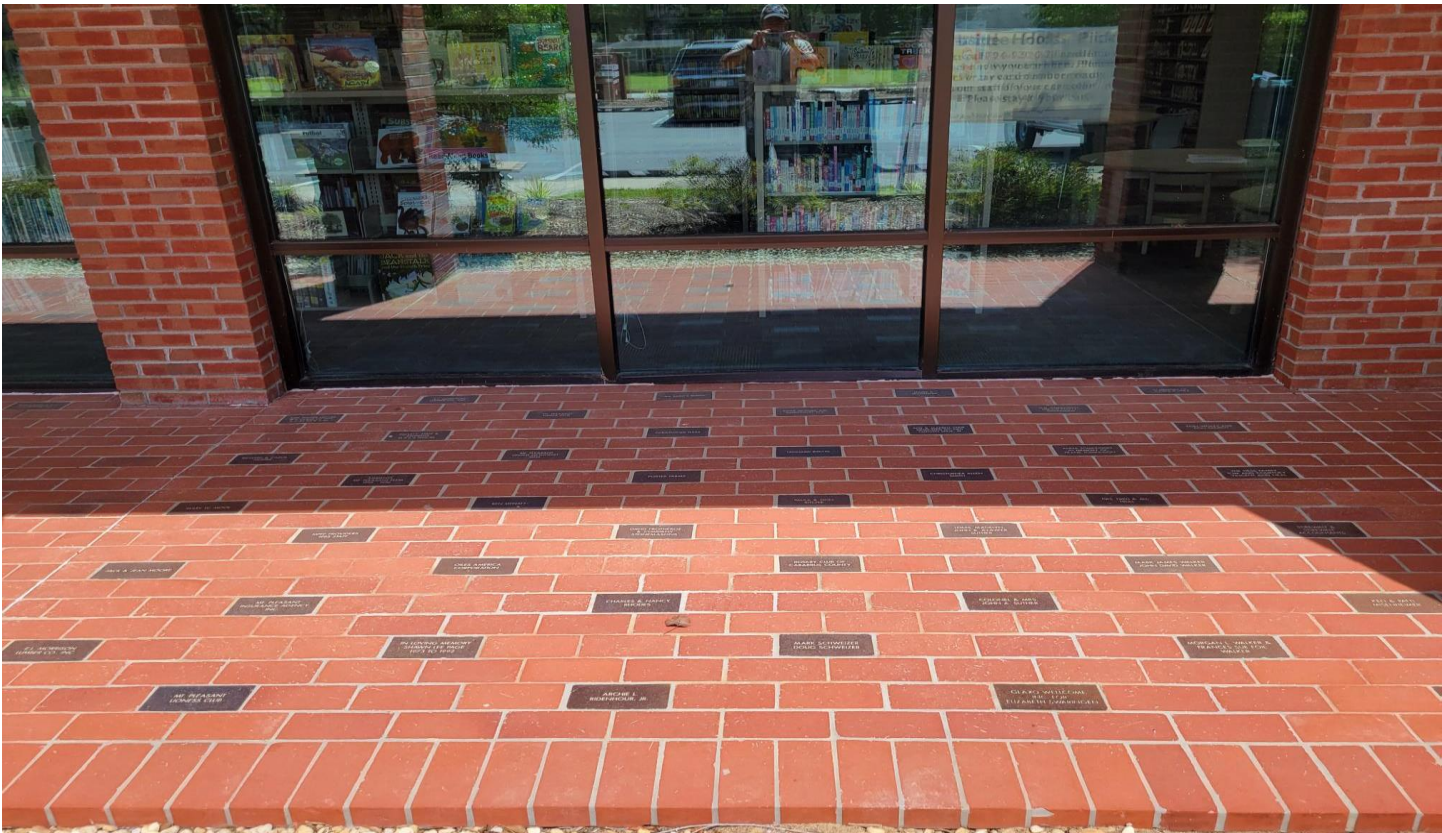
COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Photo of bench
- ▣ Photos of plaques and bricks



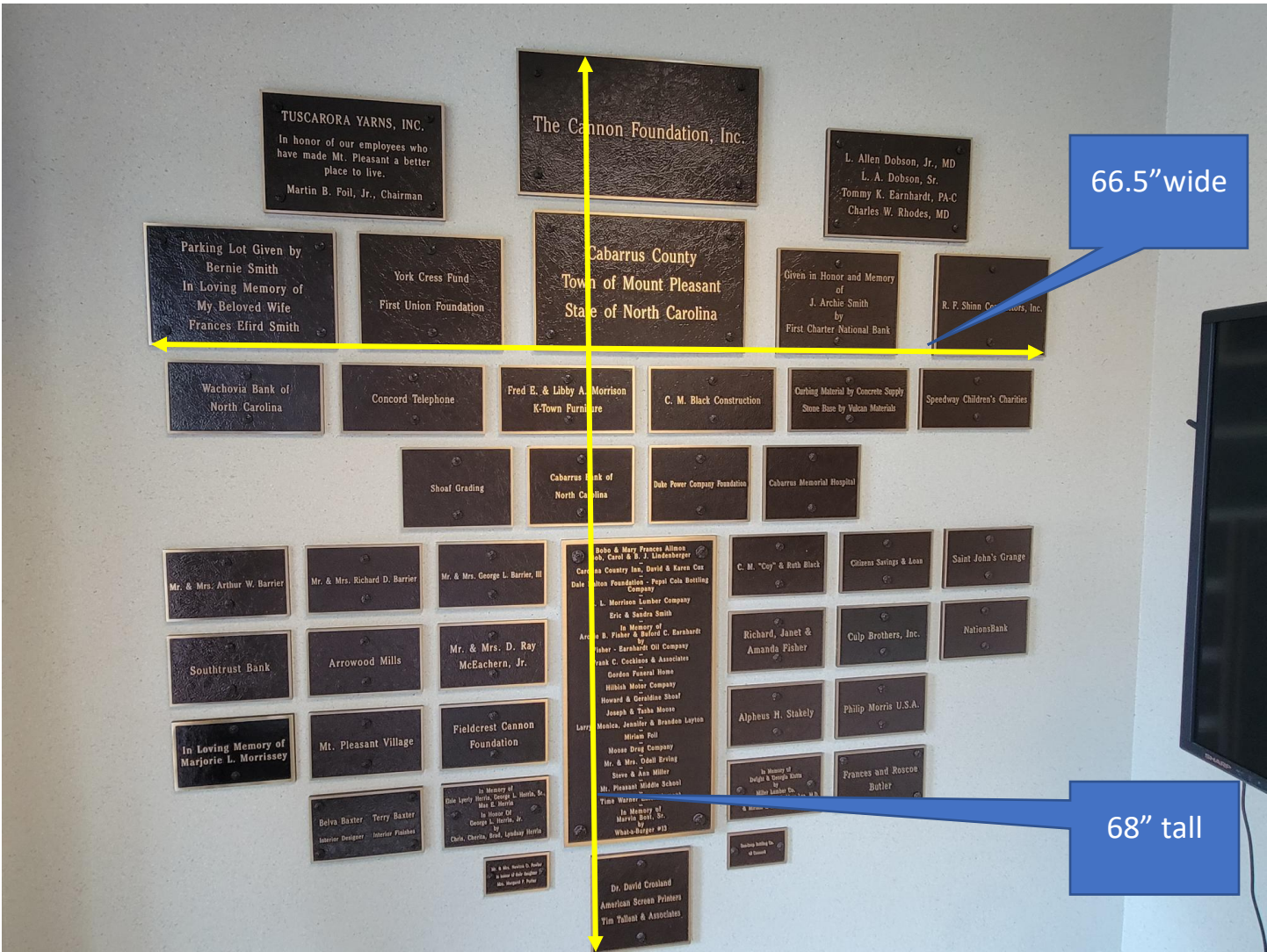
In Memory of Philip Lee





132 named brick pavers

Each size 7.5"x3 5/8"



66.5" wide

68" tall

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of NC Legislative Outlay

BRIEF SUMMARY:

As part of a legislative appropriation through the North Carolina General Assembly, the Cabarrus County Sheriff's Office has been awarded \$1,000,000.00 to combat Human Trafficking and Child Sexual Exploitation. A proposed estimate of outlay over 5 years along with a brief justification for the award is attached.

REQUESTED ACTION:

Motion to accept grant award and adopt associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Draft 5 year Outlay and Justification
- ▣ Budget Amendment



CABARRUS COUNTY SHERIFF'S OFFICE

Van W. Shaw, Sheriff

Public Safety through Professionalism and Integrity

Proposal:

To receive funding for two full time detective positions to be housed within the Criminal Investigations Division of the Cabarrus County Sheriff's Office to specialize in the investigation of Human Trafficking, Child Sexual Assault and Child Sexual Exploitation to continue to combat the growing number of incidents where young people are victimized.

Scope of Request: Funding for five years for two detectives, equipment, and training

- **Year 1:**
 - Salary and benefits for two full time detective grade positions, each averaging \$90,000.00/ year to total \$180,000.00
 - Two unmarked vehicles equipped as a detective's vehicle typically is at approximately \$35,000.00 each to total \$70,000.00
 - Computers, equipment and software licenses \$10,000.00
 - Training, conferences and travel \$5,000.00
 - Year 1 total request: **\$270,000.00**

- **Year 2:**
 - Salary and benefits for two full time detective grade positions, each averaging \$90,000.00/ year to total \$180,000.00
 - Training, conferences and travel \$5,000.00
 - Equipment and software licenses \$5,000.00
 - Year 2 total: **\$190,000.00**

- **Year 3:**
 - Salary and benefits for two full time detective grade positions, each averaging \$90,000.00/ year to total \$180,000.00
 - Training, conferences and travel \$5,000.00
 - Equipment and software licenses \$5,000.00
 - Year 3 total: **\$190,000.00**

- **Year 4:**
 - Salary and benefits for two full time detective grade positions, each averaging \$90,000.00/ year to total \$180,000.00
 - Training, conferences and travel \$2,000.00
 - Equipment and software licenses \$5,000.00
 - Year 4 total: **\$187,000.00**

- **Year 5:**
 - Salary and benefits for two full time detective grade positions, each averaging \$90,000.00/ year to total \$180,000.00
 - Training, conferences and travel \$2,000.00
 - Equipment and software licenses \$5,000.00
 - Year 5 total: **\$187,000.00**

Total Financial Request: \$1,024,000.00

Narrative:

The Cabarrus County Sheriff’s Office is dedicated to protecting the children of Cabarrus County and the State of North Carolina. As an agency, we have made proactively working crimes against children a top priority in our operations. We are active members of the Cabarrus County Human Trafficking Task Force, as well as a regional task force. We also currently partner with other law enforcement agencies such as the Department of Homeland Security and the Federal Bureau of Investigations and have Deputized Task Force Officers with both. We partner with the North Carolina State Bureau of Investigations in investigations as well as serving on the Internet Crimes Against Children Task Force (ICAC) to quickly and vigorously investigate tips on child exploitation cases. The Cabarrus County Sheriff’s Office has a strong partnership with the Cabarrus County District Attorney’s Office to ensure that we continue to find justice for our victims and hold the offenders accountable. To be able to do this, it is essential that we continue to stay on the forefront of technological advances and manpower needs to be able stay ahead of the offenders. The Cabarrus County Sheriff’s Office has also made our Computer Forensics Unit a priority as computers, tablets, phones, gaming systems, etc. are found in the majority of investigations of crimes against children and Human Trafficking cases. We have remained on the forefront of the forensic examinations of devices found in the investigation of these crimes to the point that we have been twice awarded the US Secret Service Digital Examiner of the Year that are given to the top 50 examiners in the United States.

ICAC Generated Cases

All Investigated Cases of Crimes Against Children

	2020	2021	2022			2020	2021	2022
Pornography Exploitation of a Child	1	0	0		Indecent Liberties w/ a child	2	2	0
Sexual Exploitation of a Minor	1	23	18		Pornography of a Child	1	0	0
					Sex Offense w/a child	5	15	0
					Sexual Exploitation of Minor	11	49	21

The Cabarrus County Sheriff’s Office is also 100% committed to investigating Human Trafficking cases and rescuing victims from this complicated dynamic of enslavement. Human Trafficking is one of the most prevalent crimes and forms of victimization in the world and is the 2nd most prevalent crime in the United States, second only to narcotics. Human trafficking is the use of force, fraud or coercion to obtain some type of labor or sext act. Offenders may use violence, manipulation, false promises or romantic relationships to lure victims into trafficking situations. The average age of a victim of human trafficking is 15 years of age. Often times, the victims of Human Trafficking don’t identify as a victim. Due to the complex nature of these investigations, these cases are extremely labor intensive and require many man hours. The victims of these crimes also need and deserve extra attention to be able to survive and integrate successfully into their community. For this reason, we partner with Present Age Ministries which is a non-profit organization with an office located in Cabarrus County whose sole purpose is to provide services to teenaged girls who have been victimized by sexual abuse, exploitation or trafficking. They provide prevention and awareness education and also support survivors through holistic, individualized care. This can include safe housing, counseling, financial assistance, medical care, support through prosecution and more. As an agency, the Cabarrus County Sheriff’s Office has also partnered with Present Age Ministries to provide educational speaking engagements to community partners so that others may recognize the signs of trafficking to be able to report incidents to law enforcement, as well as provide preventative education to young adults and their

parents. North Carolina ranks 9th in the US for the number of Human Trafficking cases, having 260 cases in 2020. The City of Charlotte is ranked first in the state for the number of cases. With Cabarrus County lying in the Charlotte Metro Region, and directly adjacent to the city itself, this puts our community at a much higher risk for having these crimes take place in and around our jurisdiction. Sex Trafficking is the leading form of trafficking in the nation, and commercial sex (residential-based, hotel-based, on-line) is by far the largest industry that contributes to it. With the large number of hotels on southwestern border of Cabarrus County along the I-85 border, we have another area that is vulnerable to this type of crime. **[do we need to add local and national human trafficking stats?]**

Cabarrus County Sheriff's Office HT Cases	2020	2021	2022
HUMAN TRAFFICKING	1	0	1
HUMAN TRAFFICKING, COMMERCIAL SEXACTS	0	1	0
Total	1	1	1

As a medium sized agency, our detectives may have to work several disciplines and divide their attention between the different crime types. We actively investigate and pursue

perpetrators of these crimes by developing operations to target on-line chat predators as well as operations targeting the prostitution trade in which individuals are victimized. However, to give these types of investigations the proper amount of attention that they require and deserve, we feel that it is essential to add these two dedicated detective positions. The addition of specialized software and computers is also essential to the investigation of this crime. The investigation of any crime against children is a top priority of this agency, however, they are also some of the most difficult and time-consuming investigations that we work. For this reason, we feel that it is essential to add detective positions that will be fully dedicated to working these cases.

Contact Information:

Cabarrus County Sheriff's Office

- Sheriff Van Shaw, VWShaw@cabarruscounty.us, 704-920-3001
- Captain Tessa Burchett, TDBurchett@cabarruscounty.us , 704-920-3003
- CID Lt. April Samples AGSamples@cabarruscounty.us, 704-920-3045

Present Age Ministries

Hannah Arrowood, info@presentageministries.org, 704-956-2120

NCSBI Information Sharing and Analysis Center (ISAAC)

Ashley Burke, aburke@ncsbi.gov, 919-417-2124

Budget Revision/Amendment Request

Date: 11/21/2022

Amount: 1,000,000.00

Dept. Head: Sheriff Van Shaw

Department: Sheriffs Office

- Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

As part of a legislative appropriation through the North Carolina General Assembly, the Cabarrus County Sheriff's Office has been awarded \$1,000,000.00 to combat Human Trafficking and Child Sexual Exploitation

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2110-9101-HTRAF	Salaries & Wages	-	570,420.00		570,420.00
001	9	2110-9201-HTRAF	Social Security	-	35,366.00		35,366.00
001	9	2110-9202-HTRAF	Medicare	-	8,271.00		8,271.00
001	9	2110-9205-HTRAF	Health Insurance	-	124,000.00		124,000.00
001	9	2110-9206-HTRAF	Vision Care	-	260.00		260.00
001	9	2110-9207-HTRAF	Life Insurance	-	353.00		353.00
001	9	2110-9210-HTRAF	Retirement	-	88,700.00		88,700.00
001	9	2110-9230-HTRAF	Workers' Compensation	-	12,093.00		12,093.00
001	9	2110-9235-HTRAF	Deferred Compensation 401k	-	28,521.00		28,521.00
001	9	2110-9340-HTRAF	Uniforms	-	10,000.00		10,000.00
001	9	2110-9420-HTRAF	Cell Phones	-	2,000.00		2,000.00
001	9	2110-9640-HTRAF	Insurance & Bonds	-	1,016.00		1,016.00
001	9	2110-9863-HTRAF	Motor Vehicles	-	70,000.00		70,000.00
001	9	2110-9610-HTRAF	Travel and Education	-	19,000.00		19,000.00
001	9	2110-9862-HTRAF	Technology	-	30,000.00		30,000.00
001	9	2110-6255	Dept of Public Safety	-	1,000,000.00		1,000,000.00
							0.00
							0.00

							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
Total							0.00

Budget Officer

- Approved
- Denied

County Manager

- Approved
- Denied

Board of Commissioners

- Approved
- Denied

Signature

Sianature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Transfer of Capital Outlay Radio Funds

BRIEF SUMMARY:

The County receives Radio Tower revenues from lease agreements with communication providers. The radio tower lease revenues and associated expenditures were previously accounted for in a Capital Outlay Fund. Late in FY 2022, these funds were transferred to the General Fund. Based on the lease agreements for FY 2023, \$105,391.53 will be received in revenues. These revenues and associated expenditures were not included in the FY 2023 adopted budget. This agenda item is to budget the radio tower lease revenues and expenditures in the General Fund. Also included in this is the re-appropriation of \$156,992.38 which is the balance remaining at the end of FY 2022 of the funds transferred from the Capital Outlay.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment

Budget Revision/Amendment Request

Date: 11/21/2022

Amount: 262,383.91

Dept. Head: Sheriff Van W. Shaw

Department: 2740 - Emergency Telephone

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Budget FY 23 Radio Tower Lease Revenue of \$105,391.53 and corresponding expenditures. Also included is the reappropriation of \$156,992.38 the balance remaining at the end of FY 2022 of the funds transferred from the Capital Outlay Fund. .

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2740-6614	Rental Fees	-	105,391.53		105,391.53
001	6	2740-6901	Fund Balance Appropriated	-	156,992.38		156,992.38
001	9	2740-9331	Minor Office Equipment & Furniture	-	48,383.91		48,383.91
001	9	2740-9445	Purchased Services	-	44,000.00		44,000.00
001	9	2740-9860	Equipment & Furniture	-	170,000.00		170,000.00
							0.00
							0.00
							0.00

Total

Budget Officer

- Approved
- Denied

County Manager

- Approved
- Denied

Board of Commissioners

- Approved
- Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - 2023 Proposed Fees and Charges and Policy

BRIEF SUMMARY:

The Department updates the Fees and Charges and the Fees and Charges Policy each calendar year. Fees and Charges work better utilizing the calendar year due to the timing of activities, events, classes, camps, etc.

The Summary Sheet outlines the proposed changes by page for the Fees and Charges. The Policy only has clarifications proposed.

REQUESTED ACTION:

Motion to adopt the proposed updates and changes to the 2023 Fees and Charges and the Fees and Charges Policy for the Active Living and Parks Department.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director
Megan Baumgardner, Active Living and Parks Commission Chair

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ 2023 Fees and Charges Summary
- ▣ Fees and Charges Policy Draft
- ▣ 2023 Fees and Charges Policy

2023 Fees and Charges Policy Summary - Proposed Changes

Delete COVID 19 Statement

Page 3 – Park Hours Delete March 1 – March 31 Monday – Sunday 8:00am to 8:00pm

Page 3 – Park Hours Add March 1 – June 30

Page 3 – Reservation Time Periods Add Frank Liske Barn 10am – 7pm

Page 3 – Reservation Time Periods After/Before Hour Rentals – A charge of \$100.00 flat fee and \$30 per hour per staff needed (to be determined by Management) for use of outdoor facilities only. Requests must be made at least 14 days in advance of reservation date

Page 4 – Senior Center Hours Add Thanksgiving Eve and New Years Eve 8:00am – 5:00pm

Page 5 -Rob Wallace Park Add the number 1 to existing Shelter

Page 5 – Rob Wallace Park Add Shelters 2, 3, and 4 (Proposed in Phase II B)

Shelter 2 75- person capacity \$60/\$120

Shelters 3 and 4 50- person capacity \$30/\$60

Page 6-Camp Spencer Park Add * by Helms Hall indicating no bounce house)

Page 6-Camp Spencer Park Pool – delete “Groups scheduled through Park Manager receive a discount”

Page 7 – Frank Liske Park Add Barn to Shed I, Shed II, Lower Level, and Upper Level

Page 7 – Frank Liske Park Change to 1 Rental Period (10am – 7pm)

Page 7 – Frank Liske Park Lower Level \$300.00 and Upper Level \$400.00

Page 7 – Frank Liske Park Softball Field w/ Lights increase to \$25 per hour per field

Page 8 – Frank Liske Park Group Birthday Parties – delete Soft Drinks

Page 8 – Frank Liske Park Road Race and Walk Events - increase fee to \$150.00

Page 8 – Frank Liske Park After/Before Normal Park Hours -Indoor Facility Minimum 2 hour rental not to begin before 6:00am or later then 11pm - \$50 per hour X minimum of 2 staff (depends on event)

Page 9 – Frank Liske Park Exclusive Use Mini Golf increase to \$100.00 for first hour

Page 9- Frank Liske Park Soccer and Tennis Complex Add Pickleball to text

Page 9 – Frank Liske Park Ballfield Rental Policy – Add Non-Refundable Deposit (due 30 days in advance) \$200 and will be subtracted from the rental fees

Page 10 – Program Fees	Field Trips/Educational Programs – Add Fees cover supplies and materials
Page 10 – Activity	Road Races- Increase Individual Fun Run/Walk Late Fee to \$15.00 Increase Team/Group Early Registration to \$20.00
Page 11 – Senior Centers	Increase Set up fee to \$100.00 and staffing to \$30 per hour
Page 12 – Senior Centers	Classes/Workshops – add “and up” to \$3.00 on Lunch and Learn
Page 12- Senior Centers	Classes – increase to \$3.00
Page 12-Senior Centers	Classes – delete “If paid prior to 1 st day of class”
Page 12-Senior Centers	Fitness Classes – Add Personal Training \$25 per hours and up minimum of 5 hours
Page 12-Senior Centers	Senior Games – Luncheon add “and up” to \$3.00

NOTE: Changes made to the Fees and Charges Policy were for clarification only.



**Cabarrus County Active Living
and Parks Department
2022 2023 FEES AND CHARGES**



~~Due to COVID-19, facility hours of operation and reservations
are subject to change~~

~~Reservations and related requirements are suspended for barn facilities at
Frank Liske Park until reconstruction is complete.~~

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I. FACILITY HOURS AND RESERVATION TIME PERIODS

CABARRUS COUNTY ACTIVE LIVING and PARKS

FLP	Frank Liske Park	4001 Stough Rd., Concord NC 28027
CSP	Camp T.N. Spencer Park	3155 Foxford Rd., Concord NC 28027
RWP	Rob Wallace Park	12900 Bethel School Rd., Midland NC 28107
VVP	Vietnam Veterans Park	760 Orphanage Rd., Concord NC 28027
CSC	Cabarrus County Senior Center	331 Corban Ave SE, Concord NC 28027
MPSC	Cabarrus County Senior Center	8615 Park Drive, Mt. Pleasant, NC 28124

PARK HOURS

March 1 – March 31 – All Parks

Monday – Sunday 8:00 am – 8:00 pm

March 1-April 1 - June 30

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 8:00 am - 9:00 pm
RWP Monday - Sunday 8:00 am - 8:00 pm
VVP Monday - Sunday 8:00 am - 8:00 pm

July 1 – September 30

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 7:00 am - 9:00 pm
RWP Monday - Sunday 7:00 am - 8:00 pm
VVP Monday - Sunday 7:00 am - 8:00 pm

October 1 – October 31

CSP Monday - Sunday 8:00 am - 8:00 pm
FLP Monday - Sunday 8:00 am - 9:00 pm
RWP Monday - Sunday 8:00 am - 8:00 pm
VVP Monday - Sunday 8:00 am - 8:00 pm

November 1 – February 28 (All Parks)

Monday - Friday 8:00 am - 5:00 pm
Saturday - Sunday 9:00 am - 5:00 pm

PARK RESERVATION TIME PERIODS

March 1 - October 31 (All Parks)

Monday – Sunday: 8:30 am - 2:00 pm (½ day morning)
Monday – Sunday: 3:00 pm – 7:30 pm (½ day afternoon)
Monday – Sunday: 8:30 am – 7:30 pm (all day)

Frank Liske Park Lower Level, Upper Level Barn 10 am – 7 pm (all day)

After/Before Normal Park Hours -Indoor Facility Minimum 2 hour rental not to begin before 6:00am or later then 11pm - \$50 per hour X minimum of 2 staff (depends on event)

November 1 – February 28 (All Parks)

Monday – Sunday: 9:30 am – 4:30 pm

SENIOR CENTER HOURS

CSC	Monday – Thursday	8:00 am - 9:00 pm
CSC	Friday/Session Breaks	8:00 am - 5:00 pm
CSC	Saturday (except session breaks)	8:00 am - 12:00 noon
MPSC	Monday - Friday	8:00 am - 5:00 pm
	Thanksgiving Eve and New Years Eve	8:00 am – 5:00 pm

ACTIVE LIVING & PARKS ADMINISTRATIVE OFFICES

331 Corban Ave SE, Concord NC 28025

704-920-3484

Monday – Friday: 8:00 am – 5:00 pm

HOLIDAY CLOSINGS – PARKS

Cabarrus County Parks will be closed under the following holiday schedule:

Thanksgiving	Thanksgiving Day
Christmas	Christmas Eve and Christmas Day
New Year's	New Year's Day

HOLIDAY CLOSINGS - SENIOR CENTERS

Cabarrus County Senior Centers will be closed under the following holiday schedule:

- New Year's Day
- Martin Luther King Birthday
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day, Friday and Saturday following
- Christmas Eve, Christmas Day, Friday before and the Monday and Tuesday after Christmas (12/23-27)

II. OTHER FACILITY USE – FEES & CHARGES

Miscellaneous Equipment – See Park Ranger or Concession Attendent

Fishing Rod, Horseshoes, Volleyball, Basketball	No Charge
Disc Golf 1 Bag Set (4 Discs)	\$5.00 per day

Equipment must be checked out from Park Staff with a valid Drivers License.

FISHING PERMITS

Daily	\$2.00 per park
Annual	\$40 for one park
	\$50 for FLP, CSP and RWP
	50% discount on annual permit for veterans (proof of service required)

All North Carolina Wildlife Regulations apply

Vietnam Veterans Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Hickory Shelter*	Hickory	\$30.00 / \$60.00	50
Magnolia Shelter*	Magnolia	\$30.00 / \$60.00	50
Oak Shelter*	Oak	\$30.00 / \$60.00	50
Dogwood Shelter	Dogwood	\$60.00 / \$120.00	100

* Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Rob Wallace Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Shelter 1	Shelter	\$30.00 / \$60.00	50

Facilities to be built in Phase II-B

Shelter 2	Shelter	\$60/\$120	75
Shelter 3	Shelter	\$30/\$60	50
Shelter 4	Shelter	\$30/\$60	50

Camp T.N. Spencer Park

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Helms Hall *	Helms	\$80.00 / \$160.00	75
		Capacity is 50 during winter months	
Propst A Building*	Propst A	\$50.00 / \$100.00	75
Propst B Building*	Propst B	\$50.00 / \$100.00	75
Shelter 1*	Shelter 1	\$30.00 / \$60.00	50
Shelter 2	Shelter 2	\$30.00 / \$60.00	50
Tent Sites*	7 Sites	\$15.00 per night	6/2 tents
Cabins*	6 Cabins	\$65.00 per night	6
Group Camping*	9 Sites	\$30.00 per night	35
Pool Birthday Party*		\$30.00 for 4hrs	25

*Facilities with an asterisk DO NOT have availability for additional equipment (i.e., spacewalks, dunking booth, generators, etc.). Prior approval for additional equipment must be secured before bringing to a park.

Pool Birthday Parties must be approved through Camp TN Spencer Park Manager or Senior Ranger. Reservations must be booked seven (7) days in advance and are only available during standard pool hours excluding Memorial Day, July 4th and Labor Day.

Birthday Party area will be available 10 am - 2 pm and 3 pm – 7 pm. Concession packages are available. . .

CAMP T.N. SPENCER POOL

SWIM TIMES

10 am – 2 pm and 3pm – 7 pm

DAILY ADMISSION FEE

All ages \$5 per person

Child Care organization paid in advance: \$4 per person

Note: Childcare organizations are defined as any summer, afterschool, and childrens' camps, (excluding the Cabarrus County Boys and Girls Club). All children entering pool area must pay a fee regardless of age. Counselors will be admitted free with all organizations. **Groups scheduled through Park Manager will receive discounted rate.**

FRANK LISKE PARK

<u>Facility</u>	<u>Description</u>	<u>(1/2 day/all day)</u>	<u>Capacity</u>
Barn -Shed I	Shed 1	\$50.00 / \$100.00	30
Barn -Shed II	Shed II	\$80.00 / \$160.00	100
Barn -Lower Level	LL	\$300.00 1 time period	100
Barn -Upper Level	LVL	\$400.00 1 time period	100
Homebuilder	HMB	\$60.00 / \$120.00	75
Barnhardt	WOB	\$100.00 / \$200.00	150
Hartsell	ANDY	\$100.00 / \$200.00	150
Philip Morris	PMOR	\$100.00 / \$200.00	150
Wildlife	WLF	\$30.00 / \$ 60.00	35
Vulcan	VUL	\$30.00 / \$60.00	35
Corning	CRN	\$30.00 / \$60.00	35
Amphitheatre	AMP	\$125.00 / \$250.00	300

Change the reservation for Barn upper and lower levels to 10 am – 7 pm

FACILITY

FEES AND CHARGES

Frank Liske Park

Softball Fields	\$15.00 per hour per field
Softball Fields W/Lights	\$25.00 per hour per field
Softball Field Lining (Weekdays Only)	\$35.00 per field

Disc Golf Tournament

(Non County/Cosponsored Group)	\$50.00 first 3 hours
Each additional hour, maximum of 6 hours per day	\$25.00 per hour

PADDLEBOATS/Kayaks (Saturday and Sunday 11 am – 6 pm) (April-October)

Ages 15 & UNDER Must be accompanied by RIDER age 16 & over

Paddleboats	6 & over	\$2.00 per 1/2 hour
Paddleboats	5 & under	Free W / Paid Rider
Kayaks	18 & over	\$5.00 per hour

MINI GOLF Weekdays 8am-5pm, Saturday and Sunday 11am-6pm(April-October)

6 & over	\$2.00 per game
5 & under	free game with paying adult

Group Birthday Parties

Group birthday parties may be booked at Frank Liske Park. Reservations must be booked seven (7) days in advance. Available April 1 – October 31.

Option # 1 (Minimum of 10 people): \$6.00 per person

- Choice of 1 of the following: 1 game of Miniature Golf **or** 1 paddleboat ride
- Choice of Hot Dog or Corn Dog
- Choice of Bag of Chips/Pretzels
- Choice of **Soft Drink**, Water or Fruit Juice

Option #2 (Minimum of 10 people): \$8.00 per person

- 1 game of Miniature Golf **and** 1 paddleboat ride
- Choice of Hot Dog or Corn Dog
- Bag of Chips/Pretzels
- Choice of **Soft Drink**, Water, or Fruit Juice

Road Race and Fundraiser Walks/Events

Road Race Setup Fee: **\$150.00** plus shelter rental based on estimated road race participants. Shelter must accommodate the maximum number of expected participants

Contact Park Manager for Details on Reservations

After Hours Rentals - Barn

Minimum of 2 hours and not to exceed 12 midnight.

\$50 per hour X 2 staff

The Following Exclusive Rental Procedures Require A Fourteen (14) Day Notice

EXCLUSIVE USE - Paddleboats (gives right of facility to your group only)

Paddleboats	\$100.00 for first hour and \$25.00 for each additional hour
Monday – Friday	10 am til 5 pm
Saturday - Sunday	9 am til 11 am or 6 pm til 8 pm

EXCLUSIVE USE - Golf (gives right of facility to your group only)

Miniature Golf	\$100.00 for first hour and \$25.00 for each additional hour
Monday – Friday	5pm-8pm
Saturday – Sunday	9 am til 11 am or 6 pm til 8 pm

Bulk Ticket Purchases-Mini Golf/Paddleboats(Must be purchased 7 days in advance)

For use during normal operating hours

50-99	\$2.00 per ticket
100-150	\$1.75 per ticket
151-199	\$1.50 per ticket
200+	\$ 1.00 per ticket

FRANK LISKE PARK SOCCER AND TENNIS/PICKLEBALL COMPLEX

Soccer Field/Tennis/Pickleball Complex (2 hour minimum use)	\$50.00 per hour
Soccer Field/Tennis/Pickleball Complex Per Day (8 hrs)	\$300.00 per field

NOTE: If either complex is closed for any reason prior to the commencement of the event, the lessee’s fee will be refunded. All complex rentals are subject to Park Management approval.

NOTE: Tennis Court/Pickleball Complex rental includes shelter.

III. BALLFIELD RENTAL POLICY

Non Refundable Deposit (due 30 days in advance)	\$ 200.00
1 Day Rental (4 fields)	\$ 600.00
2 Day Rental (4 fields)	\$ 750.00
Gate Fee	\$ 150.00
Equipment Use	\$ 100.00

NOTE: Non Refundable Deposit is subtracted from the rental fees.

Contact Park Manager for Details on Tournament Reservations

IV. PARK PROGRAM FEES AND CHARGES

<u>ACTIVITY</u>	<u>Cost Per Participant</u>
Day Camp	\$110.00 - \$140.00 per week
Half Day Camp/Specialty Camp	\$20.00 -\$95.00
Programs/Classes/Events/Tournament	Free - \$75.00
Archery Program/camps/tournaments	\$5.00-\$240.00

ACTIVITY

Cost Per Team

Fee based on 100% recovery of direct cost
Adult Sports Leagues

\$100-450.00

NOTE: No refunds after league schedule has been completed.

FIELD TRIPS/EDUCATIONAL PROGRAMS

Onsite Field Trip @ Park	up to 2.5 hours	\$3.00 per student
Offsite Field Trip @ School, Daycare, etc.	up to 1 hr.	\$2.00 per student
Cabarrus County Jr. Ranger Program		\$4.00 per student

Cabarrus County Schools participating in the Jr. Ranger program are charged the above rate and are given 1 Onsite Field Trip at a Park and 2 visits to the school not to exceed 30 minutes per classroom per visit. **Fees cover supplies and materials.**

SCHOOL PARK RESERVATIONS

See Attached Addendum for School Park Reservations and Charges

ACTIVITY

ROAD RACES

Early Registration

Late Registration

5K Individual	\$25.00 per person	\$30.00
Individual Fun Run/Walk	\$10.00 per person	\$15.00
Team/Group 5K (5 or more)	\$20.00 per person	
Family Registration (max of 6)	\$80.00	

CABARRUS COUNTY SENIOR CENTERS

Concord Senior Center			Fee Schedule	
Space	Size (approx.)	Capacity	Rental Fee	
			4 Hour Minimum	Additional Hours
Multipurpose	90'X30'	280(200 at tables)	\$350	\$100
Multipurpose #1	33'X30'	100 (64 at tables)	\$175	\$75
Multipurpose #2	24'X30'	80 (48 at tables)	\$175	\$75
Multipurpose #3	33'X30'	100 (64 at tables)	\$175	\$75
Conference Room	40'X20'	60 (40 at tables)	\$125	\$45
Conference Room #1	20'X20'	30 (16 at tables)	\$75	\$30
Conference Room #2	20'X20'	30 (16 at tables)	\$75	\$30
Classroom #1	20'X21'	49 (24 at tables)	\$75	\$30
Classroom #2	20X21	49 (24 at tables)	\$75	\$30
MT. PLEASANT SENIOR CENTER			FEE SCHEDULE	
Space	Size (approx.)	Capacity	Rental Fee	
			4 Hour Minimum	Additional Hours
Multipurpose	24'x76'	100 (64 at tables)	\$100	\$25
Classroom (must be rented with Multipurpose room)	28'x22'	30 (24 at tables)	\$40	NA

RESERVATION TIME PERIODS FOR THE SENIOR CENTERS

Minimum 4 hour rental (set up and breakdown included in 4 hour rental).

Additional fees will apply for set up and staffing outside normal business hours (8:00 am – 5:00 pm Monday – Friday). Set up: **\$100.00**; Staffing: **\$25/hour**. No rentals may extend past midnight.

Each Senior Center has round tables (5' at Mt. Pleasant, 6' at Concord), 6' rectangle tables and arm chairs.

CABARRUS COUNTY SENIOR CENTERS

Miscellaneous Equipment Rentals

Cornhole	2 boards, 8 beanbags in a carrying bag	No Charge
Horseshoes	1 set (4 horseshoes) in a carrying bag	No Charge
Bocce	1 set of Bocce Balls in a carrying bag	No Charge
Disc Golf	1 set of 3 discs in carrying bag	No Charge
Shuffleboard	2 cues, 8 discs and disc carrier	No Charge
Shot Put	1	No Charge
Discus	1	No Charge
Pickleball	2 paddles, 3 balls in a carrying bag	No Charge

Senior Centers Classes/Workshops

Participant

Special Events	\$5.00 and up
Lunch & Learn	\$6.00 and up
Dance	\$6.00
Classes	\$3.00 and up
Fitness & Wellness Classes	\$3.50/class hour
If paid prior to 1 st day of session	\$3.00/class hour
Personal Fitness	\$25 per hour (minimum of 5 hours)

Senior Games

Registration (Online) Registration (early bird/late)	\$15.00/\$20.00
Registration (Paper) (early bird/late)	\$18.00/\$23.00
Registration (Online) (Art, Showcases only) early bird/late)	\$8.00/\$13.00
Registration (Paper) (Art, Showcases only, early bird/late)	\$11.00/\$16.00
Dinner Dance (1 guest)	\$15.00 per person
T-shirt	\$12.00
SilverArts Follies (adult/child 12 & under)	\$5.00/\$3.00
Luncheon	\$3.00 and up
League play	\$5.00-\$10.00
Tournaments	\$5.00 & Up
Event Fees (bowling, cycling, golf)	Varies by Sport

NOTE: All activity fees are based on direct costs. Supplies may be additional. These fees are subject to change based on actual costs, rentals, increase in participants, unforeseen circumstances, etc., during the fiscal year.

Special promotions and/or discounts may be offered at various times throughout the year as approved by management.



Cabarrus County Active Living and Parks Department

FEES AND CHARGES POLICY

2023



~~Due to COVID-19, facility hours of operation and reservations
are subject to change~~

~~Reservations and related requirements are suspended for barn facilities at
Frank Liske Park until reconstruction is complete.~~



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I. PURPOSE

To adopt an official policy to establish a set of fees and charges that is fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Cabarrus County Active Living and Parks Department.

This policy, upon adoption by the Cabarrus County Board of Commissioners, shall be applicable to all individuals for the use of facilities and recreation equipment and the participation in programs conducted by the Cabarrus County Active Living and Parks Department until such time as it is altered, modified, or rescinded by the Cabarrus County Board of Commissioners.

II. POLICY

The Cabarrus County Board of Commissioners hereby establishes the following Active Living and Parks Fees and Charges Policy:

A. Statement of Need

The Active Living and Parks Department offers diversified recreation services to its citizens, recognizing governments' responsibility to provide public park and recreation facilities and leisure opportunities. Due to the demand for services, rapid increase in operation and capital costs, and the limited amount of available tax revenues, it has become difficult to maintain existing levels of service, much less provide new services. Therefore, it is deemed necessary for Cabarrus County to develop a sound and consistent fees and charges policy that is both fair and equitable for Park and Senior Center services. The underlying goals of such a policy must remain to provide the broadest services to meet community needs, and to assure equitable delivery of those services.

B. Department's Philosophy

The basic principle of Cabarrus County Active Living and Parks Department is to offer the most efficient and diversified recreation services to ensure all citizens equal opportunities as follows:

1. To improve the quality of life for each individual through recreation and leisure opportunities.
2. To provide and maintain parks, recreation, and senior center facilities for use by the general public.
3. To provide trained and qualified personnel for supervision and instruction of programs and activities, as well as facility maintenance.

4. To welcome public input into planning and evaluation of programs, activities, and facilities.
5. To provide the opportunity for all residents of Cabarrus County to participate in programs and activities and to fully utilize the facilities of the department.

C. Basic Services and Basic Facilities

Basic Services and Basic Facilities shall be offered at minimal or no charge. These services are those which tend to preserve and promote physical and mental well-being, provide patron safety, instruct in basic skills, and provide public parks and community facilities.

1. Basic service examples include program brochures, flyers, community assistance, program planning, clinics, and general public events.
2. Basic facilities include, but are not limited to, family picnic areas, park playgrounds, athletic facilities, open spaces, walking trails and comfort stations.

D. Special Services and Special Facilities

Special services and special facilities shall be assigned participation or usage fees based on a specified percentage of the direct operation and maintenance cost.

1. Special services include, but are not limited to, organized youth and adult athletics, athletic tournaments, wellness classes and programs, instructional programs/classes, environmental programs, and the pool.
2. Special facilities include, but are not limited to, rental rooms and buildings, lighted ballfields, lighted courts, lighted soccer fields and picnic shelters.

E. Fees and Charges

Fees and Charges shall support other resources available to the Cabarrus County Active Living and Parks Department, not replace them, or be used to reduce the County's responsibility to provide public recreation facilities and leisure opportunities. They provide a means to continue, and expand as necessary, the ability to offer both basic and special services to Cabarrus County citizens.

III. CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES

- A. The determination to assign a fee for a special service and/or facility shall be based on one or more of the following criteria:
1. The cost per user hour. This is usually due to one of the following:
 - a. The service uses consumable materials.
 - b. The service requires a facility with operating, utility, or maintenance costs.
 - c. The service requires special preparation or clean-up.
 - d. The service requires special supervision or instruction at additional cost.
 2. Use of the service or facility tends to be limited to a relatively few individuals or special interest groups; therefore, those who benefit to the exclusion of others should pay extra for the privileges enjoyed.
 3. Charging an admission fee to a special event allows for revenues collected to be used to extend the activity or cover the cost of the event.
 4. Charging a fee serves an independent function such as one of the following:
 - a. Rationing limited facilities among a large number of users.
 - b. Aiding in discipline or control.
 - c. Promoting respect for an activity and/or service.
- B. One or more of the following pricing alternatives will be used in establishing the fees and charges for special services and facilities:
1. To recover the partial or percentage cost of providing the service.
 2. To recover all of the direct operating expenses.
 3. To recover the actual cost of providing the service, and the interest and amortization of the initial capital investment.
 4. To recover the rate which will result in efficient use of a given area or improvement

IV. FEES FOR SPECIAL SERVICES

- A. Fees for special services shall be reviewed annually, and adjusted as necessary, to recover an established percentage of the programs direct operation costs. Direct operation costs include, but are not limited to, the following:
1. All part-time wages necessary to conduct the program.
 2. The payment of sports officials, recreation instructors, and contract personnel necessary to conduct the program.
 3. The rental of facilities and utility cost directly related to the program.
 4. The purchase of all equipment and supplies for use by the program participants or personnel.
- B. In the event a community and/or volunteer organization provides the required staffing and/or a portion of the services and supplies needed, and/or a portion of the costs through a sponsorship agreement, the established fee shall provide for the recovery of program operation costs related only to the direct cost incurred by the department subtracting the amount of the donation.
- C. Any surplus revenue from one program may be utilized to offset cost for other related programs.
- D. The following guidelines shall be used in determining annual departmental program fees and charges.
1. Adult Programs: Fees for participation in these programs shall be established to recover an average of 100% of the direct operation costs required to provide the programs.
 2. Instructional classes, workshops, and programs: Participants, regardless of age, will be charged a fee to be determined by the direct cost and estimated number of participants.
 3. Special Programs/Events/Tournaments: In general, the design of all ongoing and new special programs/events shall be structured to maximize revenues to foster future events and/or specific projects within the Active Living and Parks system. Corporate Sponsorship and donations shall be secured when possible to provide these services to the general public at minimal or no cost. The fee will be determined by the direct cost of the program.

V. FEES FOR SPECIAL FACILITIES

- A. When not in use for department sponsored and co-sponsored activities, designated areas and facilities may be rented by organizations and the general public in accordance to established policies and procedures.
1. Area and facility rental rates will be computed by adding the personnel costs, an hourly utility cost, and any related cost for the facility in question. Groups coordinating fundraisers such as, but not limited to road races, walks, festivals, etc., must meet with park or facility management to discuss logistics of the event and what facility(ies) need to be reserved.
 2. Recreation equipment will not be rented but can be used by County Funded Departments.

B. Charges for Charitable (Non-Cabarrus County Sponsored) Activities

Charitable, non-profit, community-serving organizations who conduct an event on park property for the purpose of raising funds or holding meetings must pay the established rental fee calculated to cover the cost to the County for use of said facility. Certificate of Liability Insurance including endorsements page is required.

Cabarrus County 501(c)3 charitable organizations will not be charged for one (1) fundraising event or one (1) meeting/picnic per fiscal year. The reservation is limited to one (1) reservable space per event. Groups larger than the capacity of available shelters will be charged 50% rates for each additional space. These charitable organizations must operate an office within Cabarrus County and apply all monies raised within that office to Cabarrus County residents. Appropriate documentation as proof of 501(c)3 status must be provided at the time of reservation. Certificate of Liability Insurance including endorsements page is required.

- C. Any organization who has Active Living and Parks Department as a co-sponsor will not be charged any facility rental fees. To be co-sponsored the event/activity must meet the following criteria:
1. Be a recognized Cabarrus County 501(c)3 organization or a Cabarrus County/Kannapolis school organization
 2. Request cosponsorship at least 30 days in advance of event/program
 3. Provide a measurable impact and outcome for the patrons
 4. Be open to all interested

5. Include Cabarrus County Active Living and Parks on all publicity (publicity materials must be submitted to the Active Living and Parks Department in advance for approval)
 6. Meet the Cabarrus County Local Food Policy's 10% commitment
 7. Provide Cabarrus County a minimum of \$1 million liability insurance as additional insured
- D. Commercial Activities: For profit commercial activities will not be permitted in any public facility or upon parklands without prior approval by the Director of the Active Living and Parks Department. One million dollars in comprehensive liability insurance naming Cabarrus County as additional insured is required.
- E. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, generators, etc.) must be approved by the Cabarrus County **Risk Manager** ~~Safety Officer~~ at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or group must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy, which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source.
- F. School vs. County-owned Facilities (Public and Private Schools that receive County tax dollars) of Cabarrus County and City of Kannapolis.
1. As mutually agreed, no charges are assessed by either party for use of schools and parks facilities. Availability of all facilities is based upon the primary user having priority and the secondary user requesting access during available periods. Any additional manpower needed shall be paid by the requesting group.
 2. Fees may be charged for programs and/or supplies.
- G. Revenue Producing Facilities will be developed in parks to supplement General Fund revenue and to provide the public the broadest possible offering of recreation opportunities. The number and type of facilities shall be gauged to provide desired services without acquiring a commercial image. The service in itself must be the first priority in determining the need and standard of operation for the facility.

1. As a basic resource of the park system, special facilities shall be constructed with public funds and, depending on the nature of the service they provide, operated and maintained from user fee revenues.
2. General Fund appropriations shall be used to support the operation of the revenue producing special facilities at such times that cash flow from revenue is inadequate to maintain that facility to the high standard of service necessary.

VI. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

- A. Cabarrus County Senior Citizens Groups over the age of fifty-five (55) and Cabarrus County Funded Agencies shall be granted special consideration in the form of free use of park facilities Monday through Friday 8 am until 4 pm. Any direct costs incurred, i.e., heating, air-conditioning, or **staff** will be charged \$40.00 per time period for each **indoor** park facility reserved. Additional manpower costs, if necessary, will be passed on to the agency. This special consideration shall not include miniature golf, pool, paddleboats or concessions. Cabarrus County funded agencies shall be any agency whose employees are paid by Cabarrus County Government.
- B. There will be no charge for any Stonewall Jackson School activity or reservation.
- C. Corporate Sponsors or Friends of the Park Group approved by the **ALP** Parks Commission will be permitted to utilize one park facility per year free of charge.
- D. Special Interest Groups or Individuals shall be granted no special consideration in the form of reduced rates or free services with the exception of those groups who are co-sponsoring with the Department.
- E. Proprietary or Commercial groups shall not be permitted to use park facilities for financial gain or profit without prior approval of the Active Living and Parks Director. These facilities are designed to serve the general public on a non-profit basis. The exclusive use of facilities for profit purposes is inconsistent with the Department's basic philosophy and revenue goals.
- F. Special consideration will be granted to Cabarrus County Active Military personnel. This will consist of free use of picnic facilities (excluding miniature golf, paddleboats, concessions, pool, enclosed facilities, heat/AC and before and after hour charges). This consideration will only be granted six (6) months prior to deployment or upon return to Cabarrus County. The Reservation is limited to one (1) reservable space per event. Groups larger than the capacity of available shelters will be charged 50% rates for each additional space. Written proof of duty will be required at the time of booking.

- G. The Active Living and Parks Department Director has authority to charge groups listed within this section Full Shelter fees following their reservation, if they fail to comply with Park Ordinance.

VII. ALTERNATIVE SOURCES OF REVENUE

A. Grants

1. Any employee of the Department, Commission, or interested citizen is encouraged to investigate the possibilities of securing a grant or sources of outside funding for department facilities and programs.
2. All grant applications, donations, or funding sources must be approved by the Director of Active Living and Parks, the ALP Parks Commission, County Manager, and Cabarrus County Board of Commissioners as required.

B. Non-Appropriated Funds For Recreation Services

1. With prior approval of the Director of Active Living and Parks, solicitations, sales, benefits, donation, or gifts, may be received during County sponsored programs.
2. Funds collected in any manner during a County-Sponsored program shall be handled in accordance with established county and department policies and procedures.

VIII. EVALUATION OF POLICY AND FEE SCHEDULES

The fees and charges policy and related fee schedules shall be reviewed annually by the Director, Staff of the Active Living and Parks Department, the Senior Centers Advisory Council, and the Cabarrus County Active Living and Parks Commission. All recommendations for policy changes or fee adjustments shall be approved by the Cabarrus County Board of Commissioners prior to implementation.

IX. REFUND POLICY

- A. All requests for refunds must be made in writing to the Director of the Active Living and Parks Department.

B. Refund Procedures

1. Program credit or refund will be offered in cases in which where a class or program is full, cancelled, or a change in class, day, time, or site prevents an individual's participation.
2. Participants withdrawing from a program or class will be offered a credit.
3. For a refund, the request must be made in writing to the Active Living and Parks Director. The 25% administrative fee will apply.
4. Refunds or credits may be pro-rated if deemed appropriate.
5. Refunds will be provided as necessary per policy. The 25% administrative fee will be assessed but not to exceed \$100.00.
6. If program, class or camp has already started, the refund will be pro-rated in addition to the 25% administrative fee.

C. Refunds for Adult Athletic Leagues

Refund of the team fees less 25% processing fee will be remitted if:

- a. If the request is more than two (2) weeks before the first scheduled game - 75% refund
- b. If the request is less than two (2) weeks before first scheduled game - 50% refund
- c. No refunds after the league schedule is published.

D. Individual refund policies set for special events, tournaments, rentals, or any program will override this policy.

E. Refunds for Park and Facility Rentals

Every effort will be made to schedule an alternate date should a cancellation be necessary. Alternate dates may or may not be available to the park user depending upon other reservations that have been confirmed. In case of inclement weather, the park user has three (3) working days to call and schedule an alternate date. If an alternate date cannot be confirmed, the park reservation fee will be refunded to the park user minus a 25% administrative fee.

F. Department Director may provide 100% refund in special cases that are weather related or when facilities are closed or not available during the reservation.

X. PROGRAM CANCELLATION POLICY

Minimum registrations and mandatory pre-registrations are used for programs that require more than one hour of active set-up time or a significant amount of resources for preparation and implementation. If such a program has a minimum registration with a pre-registration requirement the minimum registration must be met by the pre-registration date for the program to run. The program will be cancelled otherwise. In such an occurrence, registrants must be notified via phone call no later than 24 hours before the program and a full refund must be administered. Department scheduled/sponsored programs/events will be canceled anytime **Cabarrus County Offices are closed** ~~Schools are out~~ due to inclement weather. No refunds will be issued and the program/events will be rescheduled or a credit issued.

XI. RESERVATION POLICY

A. After/Before Normal Operation Hours Request

A charge of \$100.00 flat fee and \$25.00 per staff/per hour needed per day (determined by Management) to extend any park facility reservation/operation beyond normal opening and closing hours. This extension is only available if the facility is reserved by the requestor during normal operating hours. The extension is subject to Management approval. **Extensions are required 14 days before reservation. Frank Liske Park Upper Level Barn and Lower Level Barn requires 30 days before reservation.** All extensions will be limited to the times of no earlier than 6:00 am and will not extend beyond 12:00 pm (~~Senior Centers not included~~).

B. Rental Group Size

1. Groups at Frank Liske Park will be limited to 1,500 people.
 - a. Groups of 400-499 people will be required to rent: the entire barn (Upper Level, Lower Level, Shed I and Shed II), and the Arbor
 - b. Groups of 500-699 people will be required to rent: the entire barn (Upper level, Lower level, Shed I & Shed II), Arbor, and the W.O. Barnhardt Shelter.
 - c. Groups of 700 and over at Frank Liske Park will be required to rent: the entire barn (Upper level, Lower level, Shed I and Shed II), Arbor, W.O. Barnhardt Shelter and the Andy Hartsell Shelter.

2. Some variation in attendance is permissible at all parks. For reservations of up to 100 people there is an allowance of 25%, 101 to 300 people - 20%, 301 to 500 people - 15%, and over 500 people - 10%. Any groups exceeding their maximum number will be billed an additional charge. This charge will be equal to double the amount of the facilities that should have been reserved for the number of people in attendance in that group. Group attendance will be determined by Park Ranger, Facility Supervisor, and/or Park Program Manager/Coordinator.

C. Special Equipment/Requirements for Reservations and Patrons

1. Reservations include existing park and recreation facilities only. Any additional equipment or activities (i.e. Spacewalks, Dunking Booths, Hot-Air Balloons, generators, etc.) must be approved by the Cabarrus County Safety Officer at least two (2) weeks prior to reservation date. The equipment must be operated and supervised by the contract vendor at all times. The organization or groups must provide Cabarrus County with evidence of comprehensive liability insurance sufficient to protect the County against risk, with a limit of at least \$1 million dollars for each occurrence and/or \$2 million aggregate policy which names the County as certificate holder and additional insured, including the endorsements page, or certificate of insurance acceptable to the Cabarrus County Safety Officer. Cabarrus County may also require a waiver of subrogation from the sponsoring organization or group. Not all Park facilities are able to accommodate additional equipment or activities. These facilities also may not be able to accommodate a power source or water source.
2. No nails or staples may be used on park or senior center property.
3. Deep fat/grease frying is not permitted.
4. Alcohol and/or fireworks of any kind are not permitted in the parks or senior centers.
5. Smoking and the use of other tobacco products on the grounds of the county's parks and senior centers are not permitted.
6. Anyone not adhering to this policy or any other policy may be asked to leave with no refund and will be banned from renting any facilities at any Cabarrus County operated parks and facilities for an indefinite period of time.

D Reservation Regulations

Cabin Fees – Requires a 2-day stay for Friday and Saturday Reservations March -October. Maximum of 6 people per cabin.

Tent Sites – Requires a 2-day stay for Friday and Saturday Reservations March - October. Maximum of 2 tents per site – 6 people per site.

Cabin and Tent Sites – Punch cards - full payment for 9 stays will permit the bearer of the Punch Card 1 free stay. Each stay is defined as 1 day/night. Group Camping Site – No minimum Night Reservation - 9 Tent sites available 35 people total.

Group camping site is for scout groups, church groups, and other youth groups. Adult supervision is required with a minimum of 1 adult per 7 youth.

There will be a 25% cancellation fee charged for any cabin or tent site (including group camping) cancellation.

XII. CAMPING RULES POLICY

Reservations are required and can be made by calling **704-795-4492** Monday thru Friday between the hours of 8:00 am and 5:00 pm or anytime at www.cabarruscounty.us/register online. Minimum 2-night reservation is required on Friday and/or Saturday, March - October. Fourteen (14) days maximum continuous stay. Active Living and Parks Department will require a seven (7) day break for same patron/family after a fourteen (14) day continuous stay.

Extended Stay – defined as more than a 2 night stay and up to 7 days. There must be a 7 day break between a stay of the same family/person. This allows for 2 extended stays per 30 days.

Registration: Adults (21 years of age or older) must register and occupy site. Children under 18 years of age must not be left alone and must have adult supervision at all times. Guests are required to check in and out with the Park Ranger.

Parking: After registering, vehicles may be driven to site to unload and again to load when departing (20 minute limit). At all other times vehicles must be parked in the paved parking areas. If a handicap parking pass is presented at the time of booking, you will be permitted to leave your vehicle in the designated area for Cabins 1, 2, 3 and 4 only; however, you will not be permitted to drive your vehicle to and from the bath house or on trails throughout the park.

Camping is allowed in designated areas by permit only.

Alcoholic Beverages Are Prohibited (Cabarrus County Ordinance Section 50-4)

Smoking and usage of Tobacco products are Prohibited (Cabarrus County Ordinance Section 50-1)

Pets must be restrained on a leash of six feet or less at all times. Pets are not allowed inside the cabins or bath house at any time. Pets may not remain in the Park overnight. This is to include cabins, tent sites, vehicles, or kennels. Check in time is 3:00 pm. Check out time is 11:00 am. Please check in and out with the Park Ranger.

Enforcement: Failure to abide by the regulations and ordinances governing Cabarrus County Active Living and Parks will subject offender to temporary or permanent expulsion from the park and/or criminal prosecution. In the event of permit revocation, all monies paid shall be forfeited by the offender and retained by the park. All North Carolina Motor Vehicle and traffic laws apply at any Park or parking lot operated by the Active Living and Parks Department.

TENT SITES Each of the tent sites includes a picnic table, grill, fire circle, and trash can. A restroom/shower building is centrally located and also includes an outside utility sink. A maximum of two tents and 6 people are allowed at each tent site.

CABINS Each cabin includes one double bed, one set of bunk beds, a day bed, chest of drawers, dining table with chairs, and a small refrigerator. Each cabin also has heat and air conditioning. No bed linens or dishes are provided. Any damaged or broken items (pictures, lamps, etc.) will be replaced at cost by renter of the facility. Picnic table, charcoal grill and fire circle are provided outside each cabin.

Furniture may not be removed from the cabins.

Please remove all trash and clean cabin before checking out.

Camping tents are not permitted on cabin sites. Dining canopies are allowed.

GROUP CAMPING

Group Camping site includes a fire pit, picnic table, grill, trash can, recycling can and (9) nine tent sites with a maximum of 35 people allowed.

To qualify to stay in the Group Camping area certification and/or documentation must be provided meeting one of the following criteria: Boy Scouts of America, Girl Scouts of America, or other organized youth group.

Groups must provide documentation to meet criteria for Group Camping area use. Examples of qualifying documentation are as follows but not limited to: charters, letters on official letterhead from the group organizer, youth leader, or a 501 (c) 3 non-profit organization.

Counselor to camper ratio must be at least one (1) counselor per seven (7) youth. Counselors are considered anyone over 21 years of age and who are supervising the camp outing.

Group Camping excludes family functions and will not require a two-day stay on Friday and Saturday. This area cannot be divided in to multiple reservations.

Tents must be set up within designated tent site areas.

Revised 05/03/03

Revised 02/02/04

Revised 02/08/05

Revised 02/20/06

Revised 02/08/07

Revised 02/18/08

Revised 02/03/09

Revised 01/19/10

Revised 11/22/11

Revised 11/15/12

Revised 11/18/13

Revised 11/20/14

Revised 10/15/15

Revised 9/15/16

Revised 10/20/16

Revised 11/6/2017

Revised 11/19/2018

Revised 12/16/2019

Revised 12/21/2020

Revised 11/21/2022

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Frank Liske Park Tennis Court Resurfacing Discussion

BRIEF SUMMARY:

IAM is in the process of preparing to resurface the Tennis Courts at Frank Liske Park. Currently all six courts have Pickleball and Tennis lines on them. The number of Pickleball players has increased tremendously over the last 2 years. Tennis is normally a small group of players.

Pickleball players in classes since June are 90 and free play has players there most days. In comparison, Tennis did not have any classes or camps to make in 2022 and there is an occasional tennis free play.

Discussion has ensued about converting two or four of the tennis courts to Pickleball only. Both groups have stated they like single sport courts only. Concord Parks and Recreation have four courts at WW Flowe Park and eight courts at Hartsell Park identified in the plans for the upcoming Bond Package up for a November vote.

Request a suspension of the rules to vote today in order to hopefully be able to let the bid in time for the project to be completed before Spring.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve IAM and the Active Living and Parks Department to convert one bay of two tennis courts to six Pickleball courts at the Frank Liske Park Tennis Complex.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director

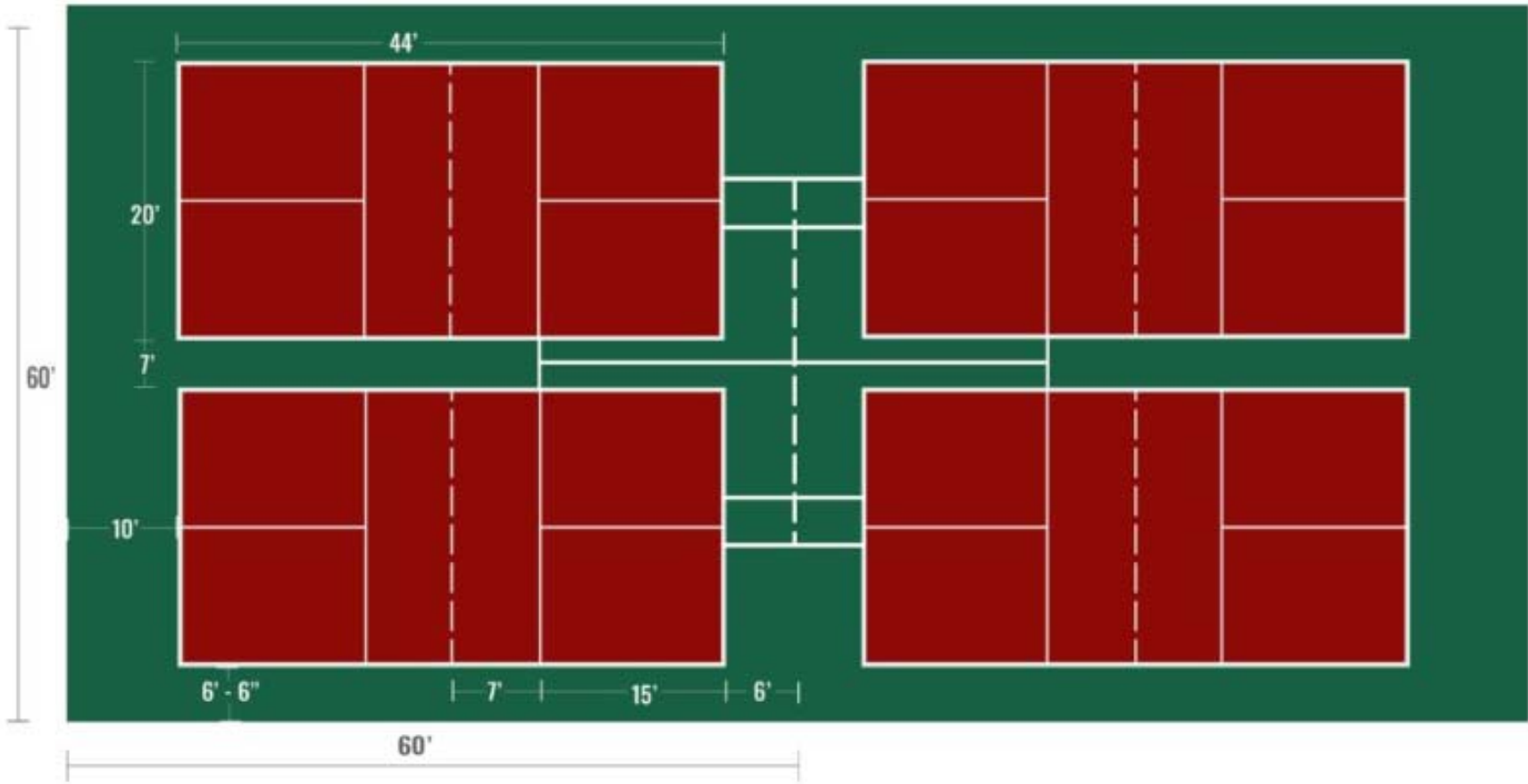
BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Pickleball Layout



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointment to Boards and Committees are recommended for November:

Appointments and Removals - Cabarrus County Tourism Authority

Paige Grochoske has resigned from The Chamber and The Chamber has made a decision to replace her as the Seat #9 representative on the Cabarrus County Tourism Authority Board of Directors.

James Ross, General Manager of Concord Mills, is eligible to serve on the Cabarrus County Tourism Authority as an At-large (Seat #9) representative and is recommended to be appointed to complete Ms. Grochoske's unexpired term. A letter in this regard is included in the agenda.

Representative recommendation is James Ross.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cabarrus County Schools - Funding for Traffic Improvements

BRIEF SUMMARY:

Superintendent Kopicki has requested \$75,000 to make onsite traffic improvements at Cox Mill High School. Traffic has been backing up in both directions along Cox Mill Road during the AM/PM arrival and dismissal.

REQUESTED ACTION:

Motion to approve \$75,000 for traffic improvements at Cox Mill High School from board contingency and necessary budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Dr. John Kopicki, Superintendent

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Request for Funding
- ▣ Budget Amendment



October 17, 2022

Mr. Steve Morris, Chair
Cabarrus County Board of Commissioners
65 Church Street, SE
Concord, NC 28026

Re: Cox Mill High School Onsite Improvement Funding, Traffic Queuing

Dear Mr. Morris:

I hope this letter finds you doing well. It has become increasingly apparent that the growth we have felt in the Cox Mill area does not seem to be easing up any. There continues to be a problem with traffic backing up in both directions along Cox Mill Road during the AM/PM arrival and dismissal for Cox Mill High School.

Currently, Cox Mill High School has less than 1,100 lineal feet of queuing capability based on the internal traffic circulation pattern established in 2008. If you looked at today's standards as it relates to the needed queuing capacity, it would take close to 2,600 lineal feet for the Average Daily Queue and 3,300 lineal feet for Peak High Demand Queue.

We tasked our planning team to come up with a solution to get as many cars off Cox Mill Road as we could and have been able to capture the 2,600 LF required. However, this does require some minimal improvements internally on the site to create an additional connection drive between two of the staff/visitor parking lots. The Department of Construction has estimated the cost of this work to be around \$75,000.


We would like to request that the commissioners consider allowing us to fund this work through one of the two following options using available funds from another project:

Option No. 1: Roberta Road Middle School Traffic Improvements-There will be available funding from this project that will not be needed. It seems this would be most logical considering a portion of this funding has come from the NCDOT reimbursement funds on previous road projects. With this being a 'traffic' problem, we felt this may be the most reasonable use of available funds.

Option No. 2: Roberta Road Middle School Construction-Our Department of Construction has been notified that through the Construction Manager at Risk delivery method, there will be a credit issued back to Cabarrus County Schools for savings encountered on the construction of the new Roberta Road Middle School. There will be enough available to use a portion of these savings to fund the work required at Cox Mill High School for the internal traffic queuing improvements.

The project will take approximately 3 weeks to complete. This is a critical need and is causing real problems with not only our school traffic but with the adjacent communities and residence living in this area that utilizes Cox Mill Road. This will be a long-term solution to a challenging situation as we continue to see growth in this area of Cabarrus County.

Sincerely,

A handwritten signature in black ink that reads "John J. Kopicki". The signature is written in a cursive style with a large initial "J" and a distinct "K".

Dr. John Kopicki
Cabarrus County School Superintendent

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Appropriate board contingency to cover traffic improvements at Cox Mill High School.

Fund	Indicator	Department/ Object/ Project	Account Name	Increase Amount	Decrease Amount
001	9	00191910-9660	Contingency		75,000.00
001	9	00197210-9849	School Site Development	75,000.00	

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cabarrus Health Alliance - Vital Strategies: Leveraging Opioid Settlement Funds

BRIEF SUMMARY:

Cabarrus Health Alliance would like to apply to Vital Strategies: Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions.

There is need of a commitment from Cabarrus County of \$70,000 per year, for three years. The Cabarrus County Commissioners' source of these match funds to CHA (\$210,000 total) will come from the county's Opioid Settlement Funds. The match funding from Cabarrus County Commissioners will be used exclusively for personnel costs related to providing Peer Support services.

After the three-year funding from Vital Strategies expires, the County Commissioners will continue funding community-based initiatives to reduce the impact of the opioid epidemic as strategies evolve to respond to our county's needs.

REQUESTED ACTION:

Motion to approve the match funding to Vital Strategies in the amount of \$70,000 for three years totaling \$210,000.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Bonnie Coyle, Public Health Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Opioid Settlement Funds Breakdown
- ▣ Correspondence

Opioid Settlement Funds

Year	Amount	Vital Strategies	Balance
2022	1,321,587	70,000	1,251,587
2023	719,015	70,000	649,015
2024	867,208	70,000	797,208
2025	892,748		892,748
2026	553,624		553,624
2027	553,624		553,624
2028	638,153		638,153
2029	658,279		658,279
2030	658,279		658,279
2031	568,302		568,302
2032	474,501		474,501
2033	474,501		474,501
2034	474,501		474,501
2035	474,501		474,501
2036	474,501		474,501
2037	474,501		474,501
2038	474,501		474,501
Total	10,752,326	210,000	10,542,326



Board of County Commissioners

November 3, 2022

Vital Strategies
Kat Humphries Montoya, MPH
Program Manager, Overdose Prevention Program

RE: Letter of Commitment for Vital Strategies Request for Applications

Dear Ms. Humphries Montoya,

On behalf of the Cabarrus County Commissioners, I would like to express my support and commitment for the Cabarrus Health Alliance application to Vital Strategies: *Leveraging Opioid Settlement Dollars to Support Harm Reduction Programs in NC Jurisdictions*.

The Cabarrus County Commissioners acknowledge the impact of the opioid epidemic across our nation, state, and community. Opioid settlement funds provide an opportunity to build local capacity to address the overdose crisis through government and community collaboration. We support Cabarrus Health Alliance's application to Vital Strategies to respond to the challenges we face. In particular, we commit to matching up to \$70,000 per year, for three years, in funds received from Vital Strategies for community programming to respond to the opioid epidemic. The Cabarrus County Commissioners' source of these match funds to CHA (\$210,000 total) will come from the county's Opioid Settlement Funds. The match funding from Cabarrus County Commissioners will be used exclusively for personnel costs related to providing Peer Support services.

After the three-year funding from Vital Strategies expires, the County Commissioners will continue funding community-based initiatives to reduce the impact of the opioid epidemic as strategies evolve to respond to our county's needs.

Thank you for the opportunity to apply for this funds to improve the wellbeing of Cabarrus County residents.

Sincerely,

Steve Morris
County Commissioner, Chairman

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - SHIIP Funding Increase

BRIEF SUMMARY:

The Senior Health Insurance Information Program (SHIIP) is administered in Cabarrus County through the Department of Human Services Adult and Aging Services Division. The SHIIP program receives annual grant funding through the N.C. Department of Insurance each year. The agency received notification of the award for FY23 (July 1, 2022 - June 30, 2023) earlier this month. The actual amount awarded is \$9,756.00, which is higher than the budgeted amount of \$8,357.00. There is no county match for these funds.

REQUESTED ACTION:

Motion to accept the grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Anthony Hodges, Program Administrator

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Request to increase Revenue and Expenditures by \$1,399.00 for state SHIP contract for FY23 due to the increase of grant funding authorized for Cabarrus. Total grant amount is \$9,756.00. There is NO County match.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	00165760-6270-ST8	SHIP Grant	8,357.00	1,399.00		9,756.00
001	9	00195760-9356-ST8	Special Program Supplies	8,357.00	1,399.00		9,756.00
001							0.00
001				-			0.00
							0.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

Approved
 Denied

County Manager

Approved
 Denied

Board of Commissioners

Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Emergency Management - Homeland Security Grant Program Award and Budget Amendment

BRIEF SUMMARY:

The Homeland Security Grant Program (HSGP) is a federal grant program that provides funding to local jurisdictions through North Carolina Emergency Management (NCEM). These grants are distributed on a regional basis through a Domestic Preparedness Region (DPR) established by the North Carolina State Emergency Response Commission (SERC). The DPR assists counties with planning, training, exercising and mitigation as well as management of various grant and funding opportunities. Cabarrus County is located within DPR 7. Local jurisdictions receive equipment and resources purchased through this grant program on a rotational basis.

Cabarrus County has been awarded a grant in the amount of \$65,000.00 to purchase (1) prime mover and will serve as the sponsor or host for this grant and retain the equipment purchased. A prime mover is defined as a heavy-duty vehicle that will allow the county to tow and haul substantial loads such as trailers and other equipment for the purpose of moving equipment and resources safely throughout the county and region. The prime mover will also provide for the movement of non-trailer based resources and assist with the distribution of commodities and supplies during emergency and non-emergency events. The grant is fully funded and will not require a match by Cabarrus County.

REQUESTED ACTION:

Motion to accept the grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jason Burnett, Interim Emergency Management Director

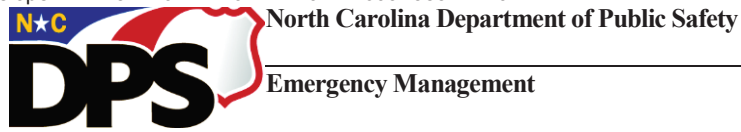
BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Grant Award Document
- ▣ Budget Amendment



Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP) Fiscal Year 2022

SUBAWARD NOTIFICATION

Steve Langer
Cabarrus County
30 Corban Ave SE
Concord, NC 28026-0707

Period of Performance: September 1, 2022 to February 28, 2025
Project Title: Prime Mover
Total Amount of Award: \$65,000.00
MOA #: 2240029

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2022 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

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

Conditions: The subrecipient agrees that funds will only be expended to complete the approved project(s) not to exceed the funding amount for the project(s) during the designated period of performance. The subrecipient also agrees to comply with all terms, conditions and responsibilities specified in the MOA, and to comply with all applicable federal, state, and local laws, and rules and regulations in the performance of this grant.

Supplanting: The subrecipient confirms that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities.

Required Documents/Forms: The subrecipient must submit the following documents to (ncemgrants1@ncdps.gov) upon execution of the MOA:

1. [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
2. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))
3. Conflict of Interest Policy (G.S. 143C-6-23.(b))
4. Copy of the subrecipient's procurement policy

Please provide your Unique Entity ID (sam.gov): PF3KTEELMHV6

In the box below, list the names and emails authorized as subrecipient signatories for the above-referenced MOA in the preferred order of signature and receipt. Append "cc" to designate copy-only.

Example: John Smith (john.smith@yahoo.com)

Mary Jones (mary.jones@hotmail.com) cc

Sam Brown (s.brown@gmail.com)

Jim Howden (jmhowden@cabarruscounty.us) Finance
Director

Kyle Bilafer (kdbilafer@cabarruscounty.us) Assistant
County Manager

Steven Langer (smlanger@cabarruscounty.us) cc

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2022

AL #: 97.067

Grant #: EMW-2022-SS-00018

Memorandum of Agreement (MOA)

between

RECIPIENT:

State of North Carolina
Department of Public Safety
Emergency Management
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT:

Cabarrus County
30 Corban Ave SE
Concord, NC 28026-0707
Tax ID/EIN #: 566000281
Unique Entity ID (from SAM.gov): PF3KTEELMHV6

MOA #: 2240029

NCAS cost center: 1502-7A38-3H12

Award amount: \$65,000.00

Period of performance: September 1, 2022 to February 28, 2025

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. This MOA is to set forth terms by which RECIPIENT shall provide HSGP funding to SUBRECIPIENT to fund projects related to Homeland Security Planning, Operations, Equipment, Training and Exercises. For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103), (3) FY 2022 HSGP Notice of Funding Opportunity (NOFO): <https://www.ncdps.gov/2022-hsgp-notice-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Projects managed by RECIPIENT (NCEM) on behalf of SUBRECIPIENT - Return of Funds

By initialing, SUBRECIPIENT requests that RECIPIENT (NCEM on behalf of State of North Carolina) retains all funds awarded to SUBRECIPIENT under this grant. SUBRECIPIENT desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and recovery capabilities. SUBRECIPIENT relieves itself from the requirements set forth in this MOA with respect to all funds returned to RECIPIENT. NCEM agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT, if SUBRECIPIENT checks this box.

4. Assignment of Funds by SUBRECIPIENT to Designated Third Party (not NCEM)

___ By initialing, SUBRECIPIENT agrees to assign all funds awarded under this grant to a third party:

By signature of this MOA (at DESIGNATED THIRD PARTY on signatory page), the designated third party agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. These documents must be submitted no later than March 31, 2025. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, the period of performance (POP) for this grant is September 1, 2022 – February 28, 2025. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after POP revert to RECIPIENT.

- A. SUBRECIPIENT understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$65,000.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Pursuant to N.C.G.S 143C-1-1, SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. SUBRECIPIENT must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 9 below regarding compliance.

6. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

- A. RECIPIENT/SUBRECIPIENT must:
 - i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
 - ii. SUBRECIPIENT must have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
 - iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
 - iv. Complete any procurement(s) and expenditures no later than February 28, 2025.
 - v. Provide quarterly progress reports to designated NCEM Grants Manager and NCEM Grant Management Branch (ncemgrants1@ncdps.gov) using the grant Quarterly Progress Report form (Attachment 2) by the following dates: *January 15th, April 15th, July 15th and October 15th*. Even if there are no expenditures a

quarterly progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments.

- vi. Submit requests for reimbursement with all required documentation attached. Requests for reimbursement will not be processed unless/until quarterly report submissions are current. See paragraph 10.E below.

B. File Retention (see Attachment 5 “Required Subrecipient File Documentation”):

SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government, or nonprofit organization.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.

7. Conditions

SUBRECIPIENT certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2022 HSGP Application packet, incorporated by reference herein. RECIPIENT and SUBRECIPIENT certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that RECIPIENT is duly authorized to commit SUBRECIPIENT to these requirements; that costs incurred prior to the POP or after the POP (plus any approved extensions to the POP) will result in the expenses being absorbed by SUBRECIPIENT; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

A. SUBRECIPIENT must:

- i. SUBRECIPIENT is required to have and maintain a current Unique Entity Identifier created in the System for Award Management (SAM). Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address and EIN up to date in SAM. SAM information can be found at <http://www.sam.gov> After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.
- iii. Complete any procurements, expenditures, and receipt of goods or services within the POP.
- iv. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
- v. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7A38-3H12 in the North Carolina Accounting System (NCAS). See paragraph 10.E .

B. Required Documents/Forms. SUBRECIPIENT must submit the following [documents](#) to RECIPIENT (ncemgrants1@ncdps.gov) upon execution of this MOA:

- i. [W-9](#) (09 NCAC 03M .0202)
- ii. [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
- iii. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))
- iv. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- v. Copy of SUBRECIPIENT’s procurement policy

8. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

9. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 HSGP NOFO referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340.

Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 7 for subrecipient monitoring.

10. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

SUBRECIPIENT:

- A. This MOA must be signed and returned to NCEM within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2022 HSGP Grant Program funds in accordance with the FY2022 HSGP NOFO, the grant application, and this MOA.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 30 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and [DHS Standard Terms and Conditions](#) (Attachment 4), incorporated by reference herein, for the performance of the activities.
- D. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2022 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 41 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other

responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

- E. Requests for Reimbursement (RFR). Submit RFR for items or services received to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov). RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 HSGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

- F. Complete all procurement by February 28, 2025.
- G. Provide quarterly progress reports to designated NCEM Grants Manager and NCEM Grant Management Branch (ncemgrants1@ncdps.gov) using the grant Quarterly Progress Report form (Attachment 2) by the following dates: January 15th, April 15th, July 15th and October 15th.
- H. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 5).
- I. Provide a list at project closeout to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov), DPR Chair as applicable, and Branch Office of all items purchased through this grant. This information is to be reported on the “Grant-Funded Typed Resource Report” (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTL) at <https://rtl.preptoolkit.fema.gov/Public>.
- J. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2022 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 4).
- K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

- L. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- M. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

- i. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the [Authorized Equipment List \(AEL\)](#) for HSGP are eligible for purchases from this grant.
- N. Property and Equipment. Property and equipment purchased with HSGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with HSGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.

SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the HSGP grant, including this specific grant award to SUBRECIPIENT, is subject to use as a regional asset to be utilized and directed by DHS, NCEM, and Domestic Preparedness Region (DPR) partners statewide as needed.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and DPR partners, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

- O. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

- P. **Communications equipment.** In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 6.
- Q. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- R. **Conflicts of Interest.**
- i. **State Law.** Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
 - ii. **Federal Law – Grant Administration.** Per 2 CFR 200.112 and the 2022 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
 - iii. **Federal Law – Procurement.** Per 2 CFR 200.318 and the 2022 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.
- S. **Environmental Planning and Historic Preservation (EHP) Compliance.** Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- T. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

11. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2,

OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

12. Taxes

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

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

13. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

14. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

15. Audit Requirements

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

Per 2 CFR 200.501, a subrecipient that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and

regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

16. Construction and Renovation

Project construction using HSGP funds may not exceed the greater of \$1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. See guidance on communication towers below.

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

17. Subrecipient Monitoring

See Attachment 7 for subrecipient monitoring.

18. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be: Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point of contact shall be the person designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

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

19. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

20. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractor/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 10.E above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 HSGP NOFO referenced herein.

21. Situs

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

22. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

23. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

24. Entire Agreement

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

25. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

26. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

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

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

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

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

The [State Treasurer's Final Iran Divestment List](#) can be found on the State Treasurer's website.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The [State Treasurer's Final Companies Boycotting Israel List](#) can be found on the State Treasurer's website.

28. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2025. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 HSGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

29. Scope of Work

SUBRECIPIENT shall implement the HSGP project(s) specified in Attachment 1 and as described in the approved project application. That application is hereby incorporated by reference into this MOA.

- A. Scope of Work related documentation to be provided throughout the Period of Performance:
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
- B. Documentation to be provided throughout the Period of Performance:
 - i. Quarterly project progress reports.
 - ii. SUBRECIPIENT-involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
 - iv. Training course roster, description and syllabus.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.

- Unit price of products or services (if applicable).
- Total amount charged.

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

30. Lobbying Prohibition

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

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

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

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

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

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
- ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

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

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

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

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

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

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

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

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

34. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

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

subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the DHS.

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

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

36. Execution

This MOA shall become binding upon execution by both RECIPIENT and SUBRECIPIENT.

37. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on September 1, 2022 to the end of the POP on February 28, 2025.

37. Statement of Assurances

SUBRECIPIENT must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

38. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
- Attachment 1 Scope of Work
 - Attachment 2 Quarterly Progress Report Form
 - Attachment 3 Grant Funded Typed Resource Report
 - Attachment 4 DHS Standard Terms and Conditions
 - Attachment 5 Required Subrecipient File Documentation
 - Attachment 6 NCEM Communications Branch Memo
 - Attachment 7 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

Approved

By: William C. Ray
**William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management**

Date: 9/30/2022 | 20:55:10 EDT

For SUBRECIPIENT:

Approved

By: James Bowden

Date: 10/3/2022 | 07:36:53 EDT

By: Lyle Blafur

Date: 10/3/2022 | 09:22:00 EDT

By: _____

Date: _____

For DESIGNATED THIRD PARTY (only required for turnbacks to third party in paragraph 4 of MOA):

Approved

By: _____

Date: _____

Approved as to Form:

By: William Polk
**William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program**

Date: 9/30/2022 | 17:51:29 EDT

Attachment 1

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2022

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

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant <i>This is the agency applying for grants.</i>			
Applying agency	Cabarrus County Emergency Management.		
Street address	30 Corban Ave SE, Ste FM 601 (mailing: PO Box 707)		
City	Concord	ZIP + 4	28025 (Mailing: 28026-0707)
EIN/Tax ID number	56-6000281		
DUNS number	086861630		
SAM registered	Yes	Expiration date	5/3/2022
Is the agency applying as a nonprofit?	Choose an item.		
Your name	Steven Langer		
Email	smlanger@cabarruscounty.us		
Are you authorized to apply for grants on behalf of the applying agency?	Yes		

Field help

Applying agency	The name of the agency applying for the grant.
Street address, City, ZIP + 4	The phone, street address (not PO Box), city, and nine-digit zip code of the applying agency.
EIN/Tax ID number	The unique nine-digit identification number of the agency. Your Financial personnel should be able to provide this number.
DUNS number	The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number.
SAM registered	Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is https://www.sam.gov/ .
Expiration date	The expiration date of the SAM account.
Is the agency applying as a nonprofit with 501(c)(3) status?	See https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations .
Your name, email	The name and email of the individual completing this application.

Point of contact

Grants point of contact (POC)			
<i>This is the POC for any ongoing communications regarding the grants.</i>			
Name	Steven M. Langer		
Phone (work)	704-920-2561	Phone (mobile)	704-791-3968
Email	smlanger@cabarruscounty.us		

Field help

- Name** The name of the contact.
- Phone, email** The phone number and email of the contact.

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

Host agency			
<i>This is the hosting local or tribal unit of government that is agreeing to "turn back" awarded funds to the State.</i>			
Agency	Cabarrus County Emergency Management		
Street address	30 Corban Ave SE, Ste FM 601 (mailing: PO Box 707)		
City	Concord	ZIP + 4	28025 (Mailing: 28026-0707)
EIN/Tax ID number	56-6000281		
DUNS number	086861630		
SAM registered	Yes	Expiration date	5/3/2022

Field help

MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional information section.</i>			
Name	Steven M. Langer		
Agency	Cabarrus County Emergency Management		
Title	Cabarrus County Emergency Management Director		
Street address (not PO Box)	30 Corban Ave Se, Ste FM 601		
City	Concord	ZIP + 4	28025
Email	smlanger@cabarruscounty.us		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Projects

Complete information for up to three projects.

Project # 1

Enter requested information in the sections listed below.

Project information

General information			
<i>Enter information describing the project.</i>			
Title	Prime Mover Project		
Description	DPR 7 is recommending the purchase of a NIMS Type II Prime Mover. This project would provide the jurisdictions with the safe movement of assets throughout the region and state. Within DPR 7, there are multiple trailer-based resources which require a Prime Mover for safe transport during adverse weather and mountains terrain conditions. Trailer-based resources within the region are used during CBRNE/terrorism incidents, mass care events, and other emergency incidents. The Prime Mover would also be used to assist with the delivery of non-trailer based resources and assist with commodity distribution within the region and state.		
What is this project's nexus to terrorism?	This project will provide a means for transporting DPR and state assets to incidents throughout the region and state. Assets available for transport include items for response to critical infrastructure incidents, law enforcement related incidents, and other emergency incidents, including CBRNE.		
Classification	DPR	DPR number (if "DPR")	7
Does the project address a gap identified in the current THIRA/SPR?			
Does the project address a gap identified in the current THIRA/SPR?			Yes
What level THIRA/SPR is used?			State
What is the gap and how does the project address it?	Resource Management, Resource Delivery – limited number of vehicles for commodity distribution. The Prime Mover can be used to assist with delivering resources during incidents to improve response capabilities.		
Is the project deployable?			Yes
Is the project shareable?			No
Does the project contribute to the development or operation of the fusion center?			No
If this project supports a previously awarded investment enter the following:			
Year of award		Project name	Award amount
Year of award		Project name	Award amount
Year of award		Project name	Award amount
Construction, renovation, or structural attachment required?			No
Core capabilities addressed			
<i>Select core capabilities addressed by this project.</i>			
Primary	Operational Coordination		
How does the project support this core capability?	The Prime Mover provides the ability to local jurisdictions to acquire and transport the equipment needed to respond to emergencies or incidents.		
Secondary	Logistics and Supply Chain Management		
How does the project support this core capability?	The Prime Mover provides additional transportation assets for the delivery of resources and commodities throughout the region and state.		
Tertiary	Mass Search and Rescue Operations		
How does the project support this core capability?	The Prime Mover will be used to transport and tow search and rescue assets.		
Capabilities building	Build (increase current capabilities)		
Project timeline milestones			
<i>List the major project events and their projected completion dates.</i>			
Milestone	Completion Date		

MOA with NCEM	10/2022
Bid Specs are determined and vendor chosen	5/2023
Prime Mover received	8/2023
Project completed	12/2023

Field help

Budget

Planning/Training/Exercise costs			
<i>For each cost item select an activity area and then a description and the amount.</i>			
Activity area	Description	Cost	
Planning	Click or tap here to enter text.	Enter cost.	
Training	Click or tap here to enter text.	Enter cost.	
Choose an item.	Click or tap here to enter text.	Enter cost.	
Choose an item.	Click or tap here to enter text.	Enter cost.	
Equipment costs			
<i>Enter equipment items and their costs into the table and then enter the total of the costs in the field below.</i>			
Description	AEL #	Quantity	Total cost
Prime Mover for moving regional (and State) assets	12TR-00-MOVR	1	\$65,000
Click or tap here to enter text.			Enter cost.
Click or tap here to enter text.			Enter cost.
Click or tap here to enter text.			Enter cost.
Click or tap here to enter text.			Enter cost.
Funding summary			
<i>For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).</i>			
Activity area	Funding amount	Funds dedicated to LETP	
Planning	Enter amount.	Enter amount.	
Equipment	\$65,000	Enter amount.	
Training	Enter amount.	Enter amount.	
Exercise	Enter amount.	Enter amount.	
Total funding	\$65,000	Enter total.	

Field help

Additional information (if needed)

Add any information not accommodated by the application form here.

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

Project # 2

Project # 3

Certification

Certification

Review each certification item and check where appropriate.

I certify that:

- This application includes complete and accurate information.
- Any project having the potential to impact the environment, historic or cultural resources must submit an [Environmental & Historical Preservation Form](#).
- In accordance with HSPD-5, the adoption of the National Incident Management System ([NIMS](#)) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your agency is NIMS compliant.
- This project is [Nationwide Cybersecurity Review \(NCSR\)](#) compliant.
- Projects with funds allocated for equipment are required to check all equipment purchases against the FEMA [Allowable Equipment List](#).
- Any changes made to this grant application after the submission deadline must be approved by the NCEM Grants Branch Manager, and an updated application must be submitted.
- If applying as a nonprofit agency, a copy of nonprofit certification must be submitted with your application.
- Submission of the project proposal does not guarantee funding.

Attachment 2

Quarterly Progress Report

FY 2022 HSGP

Subrecipient: Cabarrus County

MOA #: 2240029

Grant award amount: \$ 65,000.00

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

Forward the completed report to ncemgrants1@ncdps.gov.

Attachment 3

Attachment 3 - EXAMPLE**Grant-Funded Typed Resource Report****Tool Instructions:**

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

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 4

Fiscal Year 2022 FEMA Standard Terms and Conditions

Release Date: Mar 31, 2022

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2022. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2022.

1. Environmental Planning and Historic Preservation (EHP) Review

For awards by the Grant Programs Directorate

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the [DHS/FEMA website](#). In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.



For awards by other FEMA offices

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of



performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by [2 C.F.R. section 200.308](#).

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under [2 C.F.R. section 200.308\(f\)](#) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under [2 C.F.R. section 200.308\(h\)\(5\)](#) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first [Federal Financial Report \(SF-425\)](#) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.



6. Indirect Cost Rate

[2 C.F.R. section 200.210\(a\)\(15\)](#) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.



Attachment 5

Required Sub-Recipient File Documentation

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

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

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

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

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

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

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

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

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

Attachment 6



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

MEMORANDUM

TO: Erik Miller – Grants Branch Manager

FROM: Greg Hauser – Communications Branch Manager

SUBJECT: Communications equipment grant requirements

DATE: August 8, 2022

In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the Communications Branch requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance to include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP) meet the below requirements. The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable.

Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts: portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must have the following capabilities, i.e., the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:

<https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment>

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the Statewide Interoperability Executive Committee (SIEC) on June 6th, 2021.

If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

An Equal Opportunity Employer

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission’s (FCC) “List of equipment and services covered in section 2 of the Secure Networks Act” This list is a result of the passage of *H.R.5515 - John S. McCain National Defense Authorization Act in 2019*. Further information can be found at <https://www.fcc.gov/supplychain/coveredlist> .

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA). **If purchasing software, it must be identified on the attached “*List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities.*”**

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. If a permanent patch is required, written permissions **must** be obtained from all system administrators. Once this is completed, the requestor must obtain approval from the grant’s manager through an email. This email should include the Communications Branch Manager and their NCEM Area Coordinator.

If you have any questions, please do not hesitate to contact Greg Hauser at 919-618-0536 or greg.hauser@ncdps.gov

Attachment 7

Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

- A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).
 - 1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.
 - 2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.
 - 3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).
 - 4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, polices and guidelines, per 2 CFR 200.332(d).
- B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.
 - 1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.
 - 2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).
 - 3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.
- C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).
 - 1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements**.
 - 2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.
- D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
 2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.
- E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**).

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

- Internal Transfer Within Department
 Transfer Between Departments/Funds
 Supplemental Request

Budget Amendment to record the Homeland Security Grant Program (HSGP)

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2710-9395-DPR7	Terrorism Grant Expense	-	65,000.00		65,000.00
001	6	2710-6349-DPR7	Terrorism Grant Revenue	-	65,000.00		65,000.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

- Approved
 Denied

County Manager

- Approved
 Denied

Board of Commissioners

- Approved
 Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - City of Concord Public Utility Easement

BRIEF SUMMARY:

County staff will present a public utility easement related to the electric utilities for the Emergency Equipment Warehouse - ITS building. The City of Concord requires an easement for this utility path.

REQUESTED ACTION:

Motion to approve the easements and authorize the chairperson to sign.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Assistant County Manager

BUDGET AMENDMENT REQUIRED:

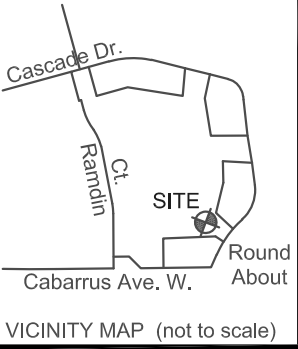
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

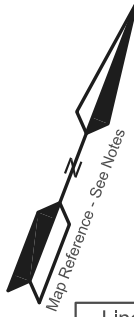
ATTACHMENTS:

- EEWH-ITS electric Easement Survey

- ▣ EEWH-ITS electric easement metes and bounds
- ▣ EEWH-ITS Electric Easement



VICINITY MAP (not to scale)



UTILITY EASEMENT

Curve	Radius	Arc	Chord	Chord Bearing
C1	2.50'	3.93'	3.54'	N 77°10'07" W
C2	7.50'	11.78'	10.61'	S 77°10'07" E
C3	379.59'	13.00'	13.00'	S 19°01'20" W
C4	379.59'	46.76'	46.73'	S 14°30'44" W

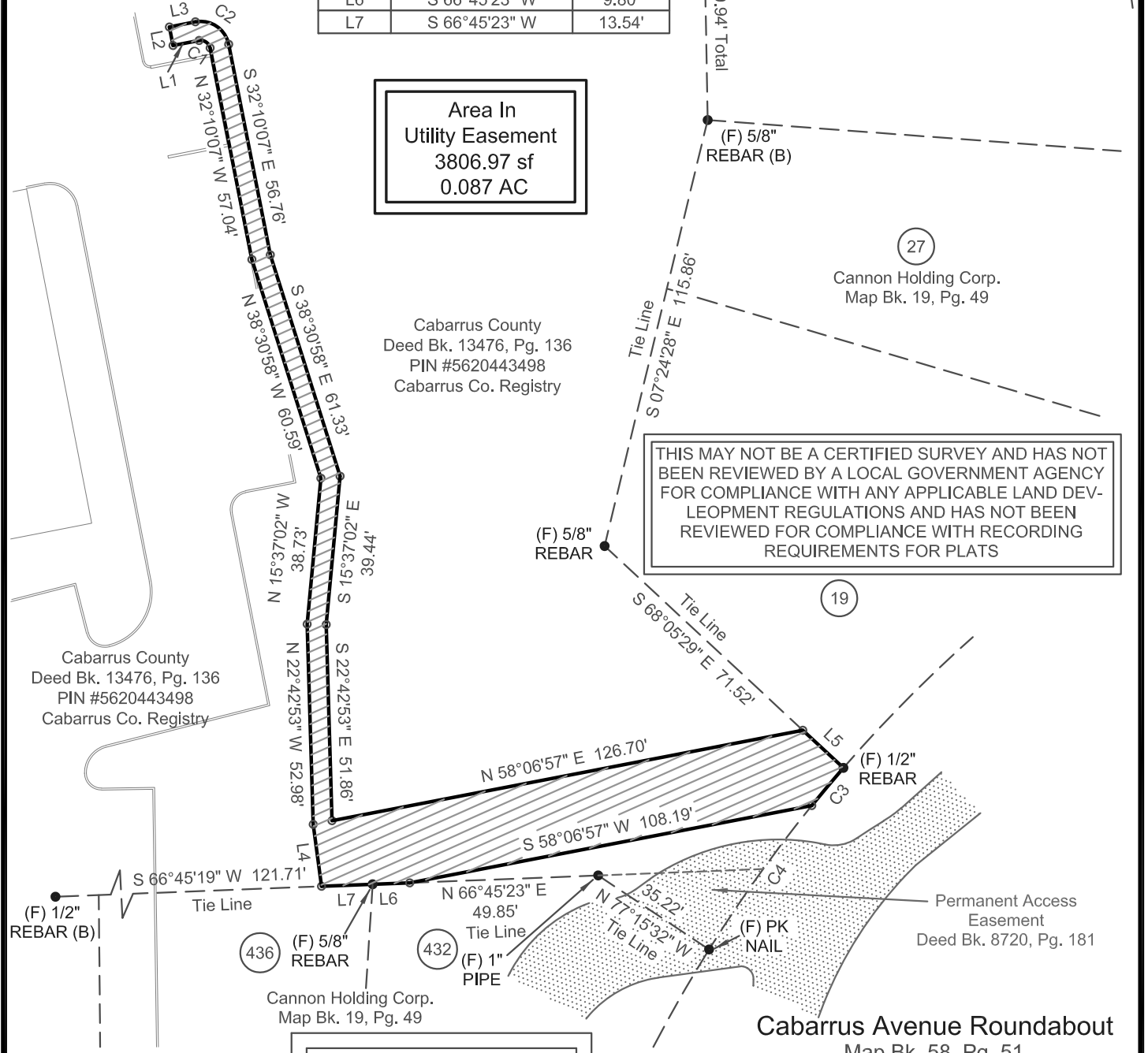
- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - a/s - AS SHOWN
 - (B) - BENT
 - - CALCULATED POINT
 - ▨ - UTILITY EASEMENT
 - ▤ - PAVEMENT

Line	Bearing	Distance
L1	S 57°49'53" W	7.00'
L2	N 32°10'07" W	5.00'
L3	N 57°49'53" E	7.00'
L4	N 28°36'24" W	16.52'
L5	S 68°05'29" E	14.63'
L6	S 66°45'23" W	9.80'
L7	S 66°45'23" W	13.54'

**Area In
Utility Easement**
 3806.97 sf
 0.087 AC

Cabarrus County
 Deed Bk. 13476, Pg. 136
 PIN #5620443498
 Cabarrus Co. Registry

Cabarrus County
 Deed Bk. 13476, Pg. 136
 PIN #5620443498
 Cabarrus Co. Registry

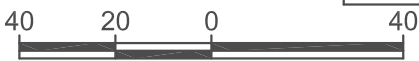


THIS MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

PRELIMINARY
 Not for Conveyances,
 Sales or Recordation

NOTES:

- * Deed Reference - Deed Bk. 13476, Pg. 136 Cabarrus County
Dated April 26, 2019 Recorded in Cabarrus Co. Registry
- * Map Reference - 14.035 AC - Cabarrus Avenue W. Dated October 18, 2018
Unrecorded Plat Performed by R. Scott Dyer, PLS
- * Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.



BAR GRAPH

10/17/22	Revise Easement	SHK
9/28/22	Add Note to Map	SHK

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13476, page 136, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated is 1:67,988; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 19th day of September, A.D., 2022.

R. Scott Dyer, PLS #4444

DRAWN BY: S. Kimrey

NLS NO.: 22033

DATE: September 8, 2022

SCALE: 1" = 40'



NORSTAR LAND SURVEYING, INC.
 552-B Newell Street NW
 Concord, NC 28025
 Ph 704 721 6651
 Fax 704 721 6653
 Firm Lic. # C-2294

Utility Easement
 To Serve
 Cabarrus County Warehouse

City of Concord

Cabarrus County, NC

Utility Easement

Beginning at a ½" rebar, said rebar being located on the western right-of-way of Cabarrus Avenue Roundabout (Variable Public R/W), said point also being the front western most corner of Lot #19 Cannon Holding Corp. (Map Bk. 19, Pg. 49), thence with the western most right-of-way of Cabarrus Avenue Roundabout (Variable Public R/W) with a curve to the left having a radius of 379.59 feet, an arc of 13.00 feet and a chord bearing and distance of S 19°01'20" W 13.00 feet to a calculated point, said point being located N 14°30'44" E 46.73 feet from a PK Nail; thence through the property of Cabarrus County (Deed Bk. 13476, Pg. 136) the following seventeen (17) calls: (1) S 58°06'57" W 108.19 feet to a calculated point; (2) S 66°45'23" W, passing a 5/8" rebar on line at 9.80, for a total of 23.34 feet to a calculated point; (3) N 28°36'24" W 16.52 feet to a calculated point; (4) N 22°42'53" W 52.98 feet to a calculated point; (5) N 15°37'02" W 38.73 feet to a calculated point; (6) N 38°30'58" W 60.59 feet to a calculated point; (7) N 32°10'07" W 57.04 feet to a calculated point; (8) with a curve to the left having a radius of 2.50 feet, an arc of 3.93 feet and a chord bearing and distance of N 77°10'07" W 3.54 feet to a calculated point; (9) S 57°49'53" W 7.00 feet to a calculated point; (10) N 32°10'07" W 5.00 feet to a calculated point; (11) N 57°49'53" E 7.00 feet to a calculated point; (12) with a curve to the right, having a radius of 7.50 feet, an arc of 11.78 feet and a chord bearing and distance of S 77°10'07" E 10.61 feet to a calculated point; (13) S 32°10'07" E 56.76 feet to a calculated point; (14) S 38°30'58" E 61.33 feet to a calculated point; (15) S 15°37'02" E 39.44 feet to a calculated point; (16) S 22°42'53" E 51.86 feet to a calculated point; (17) N 58°06'57" E 126.70 feet to a calculated point, said point being located on the common property line with Lot #19 Cannon Holding Corp. (Map Bk. 19, Pg. 49); thence with the property of now or formerly Lot #19 Cannon Holding Corp. (Map Bk. 19, Pg. 49), S 68°05'29" E 14.63 feet to the POINT AND PLACE OF BEGINNING and containing 0.087 AC.

Prepared by and Return to Concord City Attorney, ROD Box

STATE OF NORTH CAROLINA)
COUNTY OF CABARRUS)

P/O PIN #5620-44-3498

Permanent Public Utility Easement

The undersigned Grantor, Cabarrus County, a body politic and political subdivision of the State of North Carolina ("Grantor"), in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licenses, the right, privilege, and permanent easement to enter and re-enter, at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground and any necessary appurtenances; the right to clear the easement area and keep it clear of brush, trees, buildings, obstructions, and fire hazards; and the right to remove trees, shrubbery, or other vegetation, if any, located beyond the limits of the easement area that interfere with public utility easements or the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of public utilities systems, or the performance by any contractor, employee, agent, or licensee of the Grantee of any public utilities functions, the premises to be affected as shown on the attached Exhibit "A" titled "Utility Easement to Serve Cabarrus County Warehouse" and hereby being more particularly described as follows:

Utility Easement:

Beginning at a ½" rebar, said rebar being located on the western right-of-way of Cabarrus Avenue Roundabout (Variable Public R/W), said point also being the front western most corner of Lot #19 Cannon Holding Corp. (Map Bk. 19, Pg. 49), thence with the western most right-of-way of Cabarrus Avenue Roundabout (Variable Public R/W) with a curve to the left having a radius of 379.59 feet, an arc of 13.00 feet and a chord bearing and distance of S 19°01'20" W 13.00 feet to a calculated point, said point being located N 14°30'44" E 46.73 feet from a PK Nail; thence through the property of Cabarrus County (Deed Bk. 13476, Pg. 136) the following seventeen (17) calls: (1) S 58°06'57" W 108.19 feet to a calculated point; (2) S 66°45'23" W, passing a 5/8" rebar on line at 9.80, for a total of 23.34 feet to a calculated point; (3) N 28°36'24" W 16.52 feet to a calculated point; (4) N 22°42'53" W 52.98 feet to a calculated point; (5) N 15°37'02" W 38.73 feet to a calculated

point; (6) N 38°30'58" W 60.59 feet to a calculated point; (7) N 32°10'07" W 57.04 feet to a calculated point; (8) with a curve to the left having a radius of 2.50 feet, an arc of 3.93 feet and a chord bearing and distance of N 77°10'07" W 3.54 feet to a calculated point; (9) S 57°49'53" W 7.00 feet to a calculated point; (10) N 32°10'07" W 5.00 feet to a calculated point; (11) N 57°49'53" E 7.00 feet to a calculated point; (12) with a curve to the right, having a radius of 7.50 feet, an arc of 11.78 feet and a chord bearing and distance of S 77°10'07" E 10.61 feet to a calculated point; (13) S 32°10'07" E 56.76 feet to a calculated point; (14) S 38°30'58" E 61.33 feet to a calculated point; (15) S 15°37'02" E 39.44 feet to a calculated point; (16) S 22°42'53" E 51.86 feet to a calculated point; (17) N 58°06'57" E 126.70 feet to a calculated point, said point being located on the common property line with Lot #19 Cannon Holding Corp. (Map Bk. 19, Pg. 49): thence with the property of now or formerly Lot #19 Cannon Holding Corp. (Map Bk. 19, Pg. 49), S 68°05'29" E 14.63 feet to the POINT AND PLACE OF BEGINNING and containing 0.087 AC.

The property described herein is subject to all rights-of-way, easements and restrictions of record.

The Grantor, by the execution of this instrument, acknowledges the plans for the above referenced project as it affects the remaining property has been fully explained to its authorized representative.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

The Grantor shall have the right to use the above-described Permanent Public Utility Easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the _____ day of _____, 2022.

GRANTOR:

Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: _____
Stephen Morris, Chairman of the Board of County Commissioners

ATTEST:

Lauren Linker, Clerk to the Board

[SEAL]

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

, Finance Director

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the ____ day of _____, 2022.

Notary Public
My commission expires: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the November 21, 2022 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the November 21, 2022 regular meeting as presented and schedule the public hearings for 6:30 or as soon thereafter as persons may be heard.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**November 21, 2022
6:30 PM**

MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

INVOCATION

Pastor Bob Page, Emmanuel Baptist Church

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Active Living and Parks - State Senior Games Medal Winners Recognition
2. Cooperative Extension - National Farm City Proclamation
3. Human Resources - Recognition of Sherry Allman on Her Retirement from Cabarrus County Sheriff's Office

D. INFORMAL PUBLIC COMMENTS

E. OLD BUSINESS

F. CONSENT AGENDA

(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)

1. Active Living and Parks - 2023 Proposed Fees and Charges and Policy
2. Appointments and Removals - Cabarrus County Tourism Authority
3. Cabarrus County Schools - Funding for Traffic Improvements
4. DHS - SHIIP Funding Increase
5. Emergency Management - Homeland Security Grant Program Award and Budget Amendment
6. Infrastructure and Asset Management - City of Concord Public Utility Easement
7. Sheriff's Office - Acceptance of NC Legislative Outlay
8. Sheriff's Office - Transfer of Capital Outlay Radio Funds
9. Tax Administration - Refund and Release Reports - October 2022

G. NEW BUSINESS

1. Economic Development Investment - RRB Beverage Operations Inc. (Project Aquamarine Component 2) - Public Hearing 6:30 p.m.
2. Economic Development Investment - Red Bull North America, Inc. (Project Aquamarine Component 3) - Public Hearing 6:30 p.m.
3. Infrastructure and Asset Management - Cabarrus County Courthouse Expansion Construction Manager at Risk Contract Extension (GMP #3)

H. REPORTS

1. BOC - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update
5. County Manager - Monthly Building Activity Reports
6. County Manager - Monthly New Development Report
7. EDC - October 2022 Monthly Summary Report

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

Scheduled Meetings

December 5	Organizational	6:00 p.m.	BOC Meeting Room
December 5	Work Session	6:15 p.m.	BOC Meeting Room
December 19	Regular Meeting	6:30 p.m.	BOC Meeting Room

Mission: Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

Vision: Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

**Cabarrus County Television Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings**

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**November 7, 2022
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation, Economic Development, and Acquisition of Real Property

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation, economic development, and acquisition of real property as authorized by NCGS 143-318.11(a)(3), (4) and (5).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation, economic development, and acquisition of real property as authorized by NCGS 143-318.11(a)(3), (4) and (5).

EXPECTED LENGTH OF PRESENTATION:

1 Hour or More

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
