

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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**1. CALL TO ORDER - CHAIRMAN**

**2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**

2.1. BOC - Changes to the Agenda Pg. 3

**3. DISCUSSION ITEMS - NO ACTION**

3.1. County Manager - Construction Manager at Risk Delivery Method Discussion Pg. 5

3.2. County Manager - Proposal To Co-locate At Allen Volunteer Fire Department (VFD) Pg. 18

**4. DISCUSSION ITEMS FOR ACTION**

4.1. Boards and Committees - Appointment - Adult Care Home Community Advisory Committee Pg. 20

4.2. Boards and Committees - Appointment - Partners Health Management Pg. 24

4.3. Boards and Committees - Appointments - Public Health Authority of Cabarrus County Pg. 26

4.4. County Manager - Fiscal Year 2025 Funding Re-appropriations Pg. 28

4.5. Planning and Development Department - Community Development NCDEQ LIHEAP and HARRP Grant Award Acceptance For FY26 Pg. 41

4.6. Planning and Development Department - Request for Board Approval to Accept NCDEQ Grant Funding - Disaster Recovery Act of 2024 (Part II) Pg. 110

4.7. Sheriff's Office - Acceptance of 911 Funds For 911 Expenditures And Associated Budget Amendment Pg. 128

4.8. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award Pg. 135

4.9. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Bike Safe Grant Pg. 155

4.10. Soil and Water - Cabarrus County Creek Week Budget Amendment Pg. 174

4.11. Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation Trust Fund Pg. 187

4.12. Tax Administration - South Carolina Debt Setoff Resolution and Memorandum of Understanding Pg. 189

**5. APPROVAL OF REGULAR MEETING AGENDA**

5.1. BOC - Approval of Regular Meeting Agenda Pg. 196

**6. CLOSED SESSION**

6.1. Closed Session - Consult with Attorney Including Pending Litigation (Downs v. Cabarrus County), Location or Expansion of Industries or Business and Personnel Pg. 199

**7. RETURN TO OPEN SESSION**

**8. 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

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Approval of Work Session Agenda - Chairman

### **SUBJECT:**

BOC - Changes to the Agenda

### **BRIEF SUMMARY:**

A list of changes to the agenda is attached.

### **REQUESTED ACTION:**

Motion to approve the agenda as amended.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Deputy Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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### **ATTACHMENTS:**

- ▢ Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
August 4, 2025**

**ADDITION:**

Closed Session

2.1 Closed Session – Consult with Attorney Including Pending Litigation (Downs v. Cabarrus County, Location or Expansion of Industries or Business and Personnel



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

County Manager - Construction Manager at Risk Delivery Method Discussion

### **BRIEF SUMMARY:**

Staff will give an overview of the Construction Manager at Risk delivery method and procedures.

### **REQUESTED ACTION:**

Provide information.

### **EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

### **SUBMITTED BY:**

Kelly Sifford, Deputy County Manager  
Michael Miller, Director of Design and Construction

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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### **ATTACHMENTS:**

- Presentation

# Construction Manager at Risk Project Delivery ...and more

August 4, 2025



CABARRUS COUNTY  
*America Thrives Here*

# Construction Manager at Risk (CM@R)

In 2001 the North Carolina General Assembly approved the CM@R method of delivery for public projects in an effort to expand the options available to public agencies (G.S. 143-128.1(2)).

In addition to CM@R some other options are:

1. Design-Bid-Build with a single prime contract
2. Design Build
3. Public Private Partnership

CM@R is typically used for large or complex projects requiring a high level of construction management due to multiple phases, technical complexity, or multi-disciplinary coordination (Sheriff's Office and Detention Center, Board of Elections, Courthouse, Governmental Center Skylight Replacement, Behavioral Healthcare Center, EMS HQ, Mt. Pleasant Library and Active Living Center at Virginia Foil Park)

# What is CM@R

Under the CM@R agreement, the construction manager, who must be a licensed general contractor, provides construction management services and guarantees the cost of the project.

The terminology “at risk” refers to the construction manager assuming the risk of delivering the project at or under the Guaranteed Maximum Price (GMP). Examples of those risks include the performance and the financial stability of subcontractors and vendors, fluctuations in material prices, adherence to schedule, and severe weather, etc.

The CM@R process shifts the traditional owner-contractor relationship by integrating the CM into the design phase, promoting collaboration.

# Construction Manager at Risk (CM@R)

Construction Manager services include preparation and coordination of bid packages, scheduling, cost control, value engineering, material and product evaluation, preconstruction services, and construction administration



# CM@R Onboarding

- Qualifications based selection
- Request for Qualifications (RFQ)
- Statement of Qualifications from interested contractors
- Internal review and selection
  - Committee members include County Staff, representatives from the design team, other stake holders, and sometimes board members
- Preconstruction Services Contract



# Preconstruction

- The Construction Manager (CM) is brought on board before or at the beginning of the design phase and acts as a consultant to the owner and designer
- During the design phase the CM will provide services such as:
  - Detailed cost estimating
  - Evaluation of the design based on knowledge and experience and will recommend changes or solutions to problems that will result in a better product and/or prevent costly change orders during construction. This is known as a “Constructability Review”
  - Develop a construction schedule and identify potential delays
  - Creation of bid packages, prequalification of bidders, and solicitation of bids
  - Establishment of a Guaranteed Maximum Price (GMP)

# Construction

- Procurement of long lead time items, if needed
- Mobilization of contractors on site
- Vertical construction process begins and the CM is responsible for all aspects of the work, including cost, quality, and schedule. Regular meetings with the Owner, Architect, and Contractor are held.
- Constant oversight of subcontractors





# Post Construction

- CM@R is no different than other project delivery methods in terms of close out
- Shared Savings Program
  - A program that splits all project savings between the CM and the owner at a previously agreed upon split.
  - This is incentive for the CM to save money during construction.
  - Cabarrus County does not participate in a shared savings program. We require that all savings be returned to the County upon completion of the project.



# Benefits of CM@R method

- The certainty of a GMP
- Early participation with the designer and owner helps with planning, constructability, and creates a team mentality.
- Less risk of cost overruns when the CM is involved in planning and design
- Potential for faster delivery
- Higher quality of work



# More Advantages

- The CM@R method allows the owner to interview and select a CM based on qualifications
- Continuous budget control
- Pre-qualified subcontractors ensuring quality and experience
- Subcontractors are competitively bid
- Improved coordination between the design team and contractor
- Changes in scope during design can immediately be priced by the CM to determine budget impact
- Should reduce costly change orders during construction since the CM participates in the design process



# OCIP vs. CCIP

- Contractor Controlled Insurance Program (CCIP)
- Owner Controlled Insurance Program (OCIP)



# Questions?



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items - No Action

### **SUBJECT:**

County Manager - Proposal To Co-locate At Allen Volunteer Fire Department (VFD)

### **BRIEF SUMMARY:**

The Allen Volunteer Fire Department (VFD) is constructing a new facility on Miami Church Road. They have offered to allow Squad 410 to co-locate with them at the new facility. Cabarrus County's estimated portion of the facility to accommodate additional space for our staff is just over \$1 million dollars. This amount is for construction costs only. This location would put the squad closer to all districts with exception of one district, however, the additional response time to this one was minimal. This would provide benefits of more cohesion across the fire departments throughout the county. Funding can be allocated at a later date as exact costs are determined.

### **REQUESTED ACTION:**

Consider the option of co-location with Allen VFD.

### **EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

### **SUBMITTED BY:**

Kelly Sifford, AICP, Deputy County Manager  
Jason Burnett, Emergency Management Director  
Jacob Thompson, Fire Marshal

### **BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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#### **AGENDA CATEGORY:**

Discussion Items for Action

#### **SUBJECT:**

Boards and Committees - Appointment - Adult Care Home Community Advisory Committee

#### **BRIEF SUMMARY:**

Siobhan Allen has completed all state program requirements and training and will be a great addition to the team. It is requested by the advisory committee to appoint Siobhan Allen to the Adult Care Home Community Advisory Committee to fill vacant seat #1.

#### **REQUESTED ACTION:**

Recommended Motion:

Motion to appoint Siobhan Allen to vacant seat #1 on the Adult Care Home Community Advisory Committee for a one-year term expiring August 31, 2026; and to include any necessary exceptions to the Appointment Policy.

#### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

#### **SUBMITTED BY:**

On behalf of the Board of Commissioners

#### **BUDGET AMENDMENT REQUIRED:**

No

#### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**



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**ATTACHMENTS:**

- ▢ Membership List
- ▢ Training Status

## Adult Care Home Community Advisory Committee

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
<b>Adult Care Home Community Advisory Committee</b>					
Sandra Miller	1	8/19/2024	7/31/2027	5	1
Diamond Staton-Williams	2	8/19/2024	7/31/2027	4	1
Angela Ford	3	9/19/2022	10/31/2025	1	1
MacKinnon Sharon	4	4/22/2025	4/30/2026	1	1
Vacant #1	5				
Vacant #2	6				
Vacant #3	7				
Vacant #4	8				
Vacant #5	9				
Vacant #6	10				
Vacant #7	11				
Vacant #8	12				
Vacant #9	13				
Vacant #10	14				
Vacant #11	15				
Vacant #12	16				
Vacant #13	17				



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF AGING AND ADULT SERVICES  
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

**COMMUNITY ADVISORY COMMITTEE  
ORIENTATION TRAINING STATUS**

**Applicant's Name:** Siobhan Allen

**Quarter:** Spring

**Regional Ombudsman's Name:** Rachel Kiel

**Region:** F

**County:** Cabarrus

**Date:** June 6, 2025

**County Committee:**    ☒ **Adult Care Home**        ☐ **Nursing Home**        ☐ **Joint**

**Beginning Date of Orientation Training:** May 20, 2025

**Assigned Group:** Group C

	Group A <input type="checkbox"/> Wednesday & Thursday 10:00 a.m. - 4:00 p.m.		Group B <input type="checkbox"/> Tuesday, Wednesday, Thursday 5:30 p.m. - 7:30 p.m.			Group C <input checked="" type="checkbox"/> Tuesday & Wednesday 10:00 a.m. - 4:00 p.m.		Group D <input type="checkbox"/> Tuesday - Friday 10:00 a.m. - 4:00 p.m.	
Week 1	April 9, 2025	April 10, 2025	April 22, 2025	April 23, 2025	April 24, 2025	May 20, 2025	May 21, 2025	June 10, 2025	
Week 2	April 16, 2025	April 17, 2025	April 29, 2025	April 30, 2025	May 1, 2025	May 27, 2025	May 28, 2025	June 11, 2025	
Week 3			May 6, 2025	May 7, 2025	May 8, 2025			June 12, 2025	
								June 13, 2025	

Applicants are expected to complete all of the Community Advisory Committee (CAC) Orientation training before being certified, designated, and appointed as a CAC volunteer/member. The training consists of three phases in the following order:

Phase I	Phase II	Phase III
Independent Study	Field Work Orientation	Classroom Orientation
(7) hours of independent study/homework (independent, web-based, webinars)	(10 – 14) hours of facility visitation to speak with staff members and residents of the facilities you will be serving.  At least half, (5 – 7) hours of Facility visitation must be completed prior to entering Phase III of training.  <b>All facility hours must be completed before the end of Phase III.</b>	(16 – 20) hours of State Office classroom orientation 1. Modules 1 – 10 2. Depending on Group Schedule selections available, classes can run from 1 – 3 weeks.

As a CAC applicant, an attestation form was signed expressing orientation training must be completed within 90 days of application. Below is a summary of your application status. By signing this form, you are agreeing to perform your required duties as a CAC ombudsman volunteer and that you understand your responsibilities as a representative of the Long-Term Care Ombudsman's program. You are now ready for appointment by your local County Commissioners.

**Summary:** You have successfully completed the required 36-hours of CAC orientation training. Congratulations on becoming a CAC volunteer!

**Application Status:** Approved

CAC Applicant's Signature: Siobhan Allen

DATE: 06/30/2025

SLTCO Trainer's Signature: Shelia C. Ward

DATE: 6/30/2025

*Updated: 4/24/2025*

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Appointment - Partners Health Management

### **BRIEF SUMMARY:**

Janet McDaniel serves as Partners CFAC Chair and was selected to fill the Mental Health Category on Partners Board of Directors (known as Partners), a position required by statute. Ms. McDaniel lives in Cabarrus County; therefore, she must be appointed by the Cabarrus County Board of Commissioners. Partners' board terms are aligned with the fiscal year, which ends on June 30 each; board members are eligible to serve two 3-year terms. Ms. McDaniel's first term will begin on the date of her appointment, August 18, 2025, through June 30, 2028.

The recommendation of Janet McDaniel was approved by Partners' board at the May meeting. Only the board officers were approved at the June meeting. The Cabarrus County Board of Commissioners' meeting on August 18, 2025 is prior to Partners' meeting on August 21. The appointment would allow Ms. McDaniel to attend as a voting board member with her appointment and completion of Partners Oath of Office.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to appointment Janet McDaniel to the Partners Health Management Board of Directors.

### **EXPECTED LENGTH OF PRESENTATION:**

3 Minutes

**SUBMITTED BY:**

On Behalf of the Board of Commissioners

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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# CABARRUS COUNTY



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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Boards and Committees - Appointments - Public Health Authority of Cabarrus County

### **BRIEF SUMMARY:**

The Member, Cabarrus County Board of Commissioners Seat on the Public Health Authority is a three-year term seat. The seat was held by outgoing Commissioner Morris. The Cabarrus County Board of Commissioners voted in December, 2024 to appoint Vice Chair Lindsey to fill the unexpired term for the seat. The term has now expired. This position needs filled.

### **REQUESTED ACTION:**

Recommended Motion:

Motion to appoint \_\_\_\_\_ to fill the Member, Cabarrus County Board of Commissioner Seat on the Public Health Authority of Cabarrus County, term expiring June 30, 2028; and to include any necessary exceptions to the Appointment Policy.

### **EXPECTED LENGTH OF PRESENTATION:**

3 Minutes

### **SUBMITTED BY:**

On behalf of the Board of Commissioners

### **BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

County Manager - Fiscal Year 2025 Funding Re-appropriations

### **BRIEF SUMMARY:**

Funds budgeted in the prior fiscal year (FY25) need to be carried over to fiscal year (FY26) for use. These funds were not used in FY25 for a variety of reasons. Carrying over these funds from FY25 to FY26, through an appropriation of fund balance or revenue for reimbursement grants, is required to complete purchases as planned. Attached is the re-appropriation list from the 2024-2025 Budget Ordinance.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to amend the Fiscal Year 2025-2026 Budget Ordinance to allow the carry-over of unspent funds and approve the associated Budget Amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Rosh Khatri, Budget Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**



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**ATTACHMENTS:**

- ▣ FY25 to FY26 Reappropriation Request Master List
- ▣ FY25 to FY26 Reappropriation Request Budget Amendment

Department	Project / Grant	Account Information Org-Object-Proj FY25 GL Codes	Account Information Org-Object-Proj FY26 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
<b>General Fund (001)</b>						
<b>General Government</b>						
County Manager	Child Care Tuition Assistance	00191210-963701	00191210-963701	Lockhart Child Care and Cabarrus Share Grant	\$ 50,000.00	The Cabarrus County Partnership for Children confirmed the Cabarrus Share Grant opportunity will be available for FY 26. The contract renewal will be October 2025. The funds need to be re-appropriated to adequately fund the Cabarrus Share Grant program in FY 26 and budget for the Lockhart Day Care program.
Human Resources	Training & Travel	00191230-9610	00191230-9610	Education & Travel	\$ 4,000.00	To reappropriate existing funds to support sending 2 employees dedicated to Employment Law and compliance training through the School of Government ensuring the Human Resources Department can maintain legal compliance  Background: Over the past six months, the HR Department has lost several key staff positions, including the HR Director and a Senior HR Generalist. This unexpected turnover has significantly impacted the department's ability to attend critical human resources employment law updates and system user trainings that are essential to daily operations and legal compliance due to staffing shortage. The HR Dept has since identified an HR Director position Ashley Dobbins and a new Sr Generalist set to start later in July and will be able to attend these critical training in the FY26 Budget.
Human Resources	Training & Travel	00191230-9610	00191230-9610	Education & Travel	\$ 2,700.00	To reappropriate existing funds to support 1 additional NeoGov slot, ensuring the Human Resources Department can maintain compliance and meet critical operational needs in the areas of recruitment, learn, performance, and onboarding/offboarding  Background: Over the past six months, the HR Department has lost several key staff positions, including the HR Director and a Senior HR Generalist. This unexpected turnover has significantly impacted the department's ability to attend critical human resources employment law updates and system user trainings that are essential to daily operations and legal compliance due to staffing shortage. The HR Dept has since identified an HR Director position Ashley Dobbins and a new Sr Generalist set to start later in July and will be able to attend these critical training in the FY26 Budget.
County Manager - Managed by HR	Internship Program	00191210-9114	00191210-9114	Cont Employment	\$ 80,000.00	To provide continued funding and support for the County's internship program, which has demonstrated measurable success and value to both the organization and the community The internship program has operated successfully thought out Cabarrus County, offering valuable work experience to students and emerging professionals while providing critical project support to County Depts. Workforce Pipeline, Community Impact, Operational Benefit, and Proven Track Record. Supporting the continuation of this internship program is a cost-effective investment in workforce development, operational efficiency, and community engagement. Continued funding will ensure the program remains a benefit to both the County and local talent for years to come.
ITS	ERP System	00191810-9570	00191810-9570	Service Contracts	\$ 891,461.52	Project is ongoing. Implementing new timesheets delayed progress.
Undefined Department - Overseen by Human Resources	Sign On Bonus	00191910-9124	00191910-9124	New Hires who qualified for Sign On Bonus	\$ 45,000.00	The project was not completed before July 1, 2025. The anticipated completion date is not until end of Nov 2025. Funds need to be re-appropriated in order to pay the qualified new hires hired under this project.
COVID	Broadband	00191925-940004	00191925-940004	Broadband	\$ 1,950,000.00	Broadband
IAM	Training & Travel	00191952-9610	00191952-9610	Travel / Education	\$ 3,500.00	IAM wishes to have one of our HVAC technicians become licensed. This requires books, license application fee and a course. We need to have a licensed HVAC tech on staff due to expected retirement of current employee that holds a license.
IAM	Motor Vehicles	00191955-9863	00191955-9863	Motor Vehicles	\$ 1,891.95	HUT (Highway Usage Tax), the tag fee and the credit card fee for F250 Replacement vehicle (replaces totaled truck #8086). Forgot to include this amount on the Purchase Order for the truck.
<b>Public Safety</b>						
Sheriff's Office	Vehicles in process	00192110-9316	00192110-9316	Supplies	\$ 51,231.12	Vehicles Upfits: for Vehicles received but not upfitted & vehicles ordered but not received.
Sheriff's Office	CSI: Evidence Boxes	00192110-9316	00192110-9316	Supplies	\$ 21,000.00	seeking 2nd Quote for purchase
Sheriff's Office	Vehicles in process	00192110-9331	00192110-9331	Minor Office Equipment	\$ 208,000.00	Vehicles Upfits: for Vehicles received but not upfitted & vehicles ordered but not received.
Sheriff's Office	SRT: Helmets for Training	00192110-9331	00192110-9331	Minor Office Equipment	\$ 21,300.00	Vendor was not able to get set up in PaymentWORKS before PO deadline

Department	Project / Grant	Account Information Org-Object-Proj FY25 GL Codes	Account Information Org-Object-Proj FY26 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
Sheriff's Office	TRAINING: SCAT Room	00192110-9331	00192110-9331	Minor Office Equipment	\$ 11,500.00	Vendor was not able to get set up in PaymentWORKS before PO deadline
Sheriff's Office	Officer Uniforms	00192110-9340	00192110-9340	Uniform	\$ 95,000.00	Uniform Orders not yet received
Sheriff's Office	Motorola, Contract Change Order	00192110-9445	00192110-9445	Purchased Services	\$ 59,000.00	additional radios needed for back-up
Sheriff's Office	ADMIN Radio Accessories	00192110-9445	00192110-9445	Purchased Services	\$ 37,500.00	Admin Vehicles need additional upfits since they don't have in-car radios.
Sheriff's Office	Vehicles in process	00192110-9863	00192110-9863	Motor Vehicles	\$ 605,360.00	Vehicles Upfits: for Vehicles received but not upfitted & vehicles ordered but not received.
Sheriff's Office	State BOMB Grant	00192110-9113-20095	00192110-9113-20095	Overtime	\$ 33,944.90	ongoing Grant
Sheriff's Office	State BOMB Grant	00192110-9316-20095	00192110-9316-20095	Supplies	\$ 5,378.62	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9101-20097	00192110-9101-20097	Salaries & Wages	\$ 267,055.57	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9201-20097	00192110-9201-20097	Social Security	\$ 13,866.33	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9202-20097	00192110-9202-20097	Medicare	\$ 3,245.92	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9205-20097	00192110-9205-20097	Group Hospital Insurance	\$ 53,780.51	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9206-20097	00192110-9206-20097	Vision Care	\$ 100.71	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9207-20097	00192110-9207-20097	Life Insurance	\$ 155.80	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9210-20097	00192110-9210-20097	Retirement	\$ 27,295.69	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9230-20097	00192110-9230-20097	Workers' Compensation	\$ 5,403.14	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9235-20097	00192110-9235-20097	Deferred Compensation 401K	\$ 10,844.09	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9356-20097	00192110-9356-20097	Special Program Supplies	\$ 23,765.65	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9605-20097	00192110-9605-20097	Consultants	\$ 528,369.00	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9610-20097	00192110-9610-20097	Travel & Education	\$ 19,853.00	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9640-20097	00192110-9240-20097	Insurance and Bonds	\$ 683.88	ongoing Grant
Sheriff's Office	State WELLNESS Grant	00192110-9863-20097	00192110-9863-20097	Motor Vehicles	\$ 9,905.00	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00162110-6342-TRAFU	00162110-6342-TRAFU	NC Dept of Transportation	\$ 16,948.70	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9101-TRAFU	00192110-9101-TRAFU	Salaries & Wages	\$ 22,045.79	ongoing Grant

Department	Project / Grant	Account Information Org-Object-Proj FY25 GL Codes	Account Information Org-Object-Proj FY26 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
Sheriff's Office	TRAFFIC Safety Grant	00192110-9201-TRAFU	00192110-9201-TRAFU	Social Security	\$ 1,433.89	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9202-TRAFU	00192110-9202-TRAFU	Medicare	\$ 335.34	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9205-TRAFU	00192110-9205-TRAFU	Group Hospital Insurance	\$ 2,747.90	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9206-TRAFU	00192110-9206-TRAFU	Vision Care	\$ 7.51	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9207-TRAFU	00192110-9207-TRAFU	Life Insurance	\$ 9.02	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9210-TRAFU	00192110-9210-TRAFU	Retirement	\$ 2,952.73	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9230-TRAFU	00192110-9230-TRAFU	Workers' Compensation	\$ 694.58	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9235-TRAFU	00192110-9235-TRAFU	Deferred Compensation 401k	\$ 1,140.94	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-9610-TRAFU	00192110-9610-TRAFU	Travel and Education	\$ 879.94	ongoing Grant
Sheriff's Office	TRAFFIC Safety Grant	00192110-963701-TRAFU	00192110-963701-TRAFU	Child Care Tuition Assistance	\$ 1,649.79	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9101-HTRAF	00192110-9101-HTRAF	Salaries & Wages	\$ 258,059.14	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9201-HTRAF	00192110-9201-HTRAF	Social Security	\$ 15,957.36	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9202-HTRAF	00192110-9202-HTRAF	Medicare	\$ 3,731.78	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9205-HTRAF	00192110-9205-HTRAF	Group Hospital Insurance	\$ 77,961.60	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9206-HTRAF	00192110-9206-HTRAF	Vision Care	\$ 192.85	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9207-HTRAF	00192110-9207-HTRAF	Life Insurance	\$ 185.42	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9210-HTRAF	00192110-9210-HTRAF	Retirement	\$ 42,639.71	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9230-HTRAF	00192110-9230-HTRAF	Workers' Compensation	\$ 5,256.28	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9235-HTRAF	00192110-9235-HTRAF	Deferred Compensation 401k	\$ 12,546.82	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9340-HTRAF	00192110-9340-HTRAF	Uniforms	\$ 4,901.62	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9420-HTRAF	00192110-9420-HTRAF	Cell Phones	\$ 30.00	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9610-HTRAF	00192110-9610-HTRAF	Travel and Education	\$ 7,347.44	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9862-HTRAF	00192110-9862-HTRAF	Technology	\$ 21,750.05	ongoing Grant
Sheriff's Office	HUMAN TRAFFICKING Grant	00192110-9863-HTRAF	00192110-9863-HTRAF	Motor Vehicles	\$ 1,838.90	ongoing Grant

Department	Project / Grant	Account Information Org-Object-Proj FY25 GL Codes	Account Information Org-Object-Proj FY26 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
Detention Center	State Criminal Alien Asst. Grant	00192130-9853	00192130-9863	SCAAP Grant Expenses	\$ 130,983.00	Ongoing Grant
Detention Center	Juvenile Justice	00192130-9445	00192145-9445	Purchased Services	\$ 43,451.00	To cover June Juvenile Justice invoice (not yet received)
Detention Center	Juvenile Justice	00192130-9653	00192130-9445	Purchased Services	\$ 10,000.00	To cover June Juvenile Justice invoice (not yet received)
Detention Center	Medical Cost Pool	00192130-9653	00192130-9654	Medical Cost Pool	\$ 10,000.00	To cover June Medical Cost Pool (not yet received)
Animal Control	Vehicles in process	00192140-9331	00192140-9331	Minor Office Equipment	\$ 42,500.00	Vehicles Upfits: for Vehicles received but not upfitted & vehicles ordered but not received.
Animal Control	Vehicles in process	00192140-9340	00192140-9863	Motor Vehicles	\$ 1,547.00	Vehicles Upfits: for Vehicles received but not upfitted & vehicles ordered but not received.
Animal Control	Vehicles in process	00192140-9355	00192140-9863	Motor Vehicles	\$ 2,083.00	Vehicles Upfits: for Vehicles received but not upfitted & vehicles ordered but not received.
Animal Control	Vehicles in process	00192140-9863	00192140-9863	Motor Vehicles	\$ 19,940.00	Vehicles Upfits: for Vehicles received but not upfitted & vehicles ordered but not received.
Animal Shelter	Donations	00192145-9628	00192145-9628	Animal Shelter Donations	\$ 47,191.39	Donations received in FY 2025 specifically for the Animal Shelter.
Animal Shelter	Mico-chip Scanner	00192145-9301	00192140-9331	Minor Office Equipment	\$ 1,000.00	Funds needed to purchase micro-chip scanners for all of Animal Control Vehicles; in hopes of returning pets directly to owners instead of Animal Shelter
Animal Shelter	Mico-chip Scanner	00192145-9320	00192145-9331	Minor Office Equipment	\$ 3,000.00	funds needed to purchase micro-chip scanners for distribution through out the County in hopes of returning pets to owners instead of Animal Shelters.
Emergency Management	Emergency Management Performance (EMPG) Grant	00192710-9482	00192710-9482	EMPG	\$ 31,650.24	Grant funds provided to be spent on allowable equipment as listed in the Authorized Equipment List (AEL) under the terms of EMPG. Historically, this account is re-appropriated each year as funds are not awarded on the county's fiscal year schedule.
Emergency Management	McGuire Nuclear Station Support	00192710-9431	00192710-9431	McGuire	\$ 8,604.12	Funds provided by Duke Energy to support training and the purchase of equipment/supplies for the Reception Center and Congregate Care location in Cabarrus County as detailed in the McGuire Nuclear Station Plans. Historically, this account is re-appropriated each year as funds are not awarded on the county's fiscal year schedule.
Emergency Management	Tier II Grant	00192710-9636-TIER2	00192710-9636-TIER2	Tier II	\$ 1,000.00	Period of performance on this grant is from January 1, 2025 to January 31, 2026. Funds will need to be re-appropriated in order to fund the lunch and learn training/meetings for the Local Emergency Planning Committee (LEPC) during 2025.
EMS	Uniforms	00192730-9340	00192730-9340	Uniforms	\$ 9,968.05	Funds to cover uniform needs for 11 newly hired EMS staff in June 2025. (\$1400 per employee)
EMS	Footwear	00192730-9340-PPE	00192730-9340-PPE	Personal Protective Equipment	\$ 2,000.00	Funds to cover required footwear needs for 11 newly hired EMS staff in June 2025. (\$150 per employee)
EMS	Ambulance Tags and Taxes	00192730-9863	00192730-9863	Motor Vehicles	\$ 38,342.23	Funds cover cost of taxes and tags for ambulances on existing Purchase Orders. These funds will be needed when ambulances are delivered.
SHERIFF'S OFFICE/ RADIO	Radio Equipment	00192740-9331	00192740-9331	Minor Office Equipment	\$ 10,198.37	Items still to be purchased for Live Video Wall
SHERIFF'S OFFICE/ RADIO	Services for Video Wall	00192740-9445	00192740-9445	Purchased Services	\$ 33,210.58	Services still to be purchased for Live Video Wall
SHERIFF'S OFFICE/ RADIO	Radio Equipment	00192740-9860	00192740-9860	Equipment & Furniture	\$ 849,199.24	Items still to be purchased for Live Video Wall
SHERIFF'S OFFICE/ RADIO	Radio Technology	00192740-9862	00192740-9862	Technology Equipment	\$ 45,894.00	Technology equipment still to be purchased for Live Video Wall
<b>Economic and Physical Development</b>						
Economic Development	Economic Development Grants	00193320-971000	00193320-971000	Economic Development Incentive	\$ 1,431,218.00	Required to meet contract obligations
Economic Development	2018 Kannapolis Interlocal	00193910 971030-2018	00193910 971030-2018	Other Economic & Phys Dev	\$ 196,275.00	Required to meet contract obligations

Department	Project / Grant	Account Information Org-Object-Proj FY25 GL Codes	Account Information Org-Object-Proj FY26 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
Human Services						
HHS/Transportation	5311 Grant Capital	00165240-6312-0488	00165240-6312-0488	5339 Grant Capital	\$ 506,315.75	5339 Grant from NCDOT to purchase 5-20ft vans in FY25; Delayed delivery until first quarter of FY26. It is 90% reimbursable (80 fed/10 state). Reappropriating the Revenue piece. The PO will be rolled over to FY26. Ref
Cooperative Extension	FCS Program Expenses	00165410-6606-FCS	00165410-6606-FCS	Program Fees - Family & Consumer Science	\$ (340.95)	Revenue is due to summer food preservation classes that will occur in July. Registration was open in May to allow ample marketing and communication opportunities.
Cooperative Extension	FCS Program Expenses	00195410-9356-FCS	00195410-9356-FCS	Program Fees - Family & Consumer Science	\$ 340.95	Revenue is due to summer food preservation classes that will occur in July. Registration was open in May to allow ample marketing and communication opportunities.
Cooperative Extension	4-H Afterschool Grant	00195410-9104-4HCAN	00195410-9104-4HCAN	Temporary Employees	\$ 5,208.45	Grant award cycle crosses fiscal years.
Cooperative Extension	4-H Afterschool Grant	00195410-9104-4HCAN	00195410-9356-4HCAN	Temp Empl - Special Programs	\$ 3,000.00	Allocate to other account to accommodate later start of grant.
Cooperative Extension	4-H Afterschool Grant	00195410-9201-4HCAN	00195410-9201-4HCAN	Social Security	\$ 508.92	Grant award cycle crosses fiscal years.
Cooperative Extension	4-H Afterschool Grant	00195410-9202-4HCAN	00195410-9202-4HCAN	Medicare	\$ 119.00	Grant award cycle crosses fiscal years.
Cooperative Extension	4-H Afterschool Grant	00195410-9230-4HCAN	00195410-9230-4HCAN	Worker's Compensation	\$ 9.84	Grant award cycle crosses fiscal years.
Cooperative Extension	4-H Afterschool Grant	00195410-9356-4HCAN	00195410-9356-4HCAN	Special Program Supplies	\$ 5,499.33	Grant award cycle crosses fiscal years.
Cooperative Extension	4-H Afterschool Grant	00195410-9610-4HCAN	00195410-9610-4HCAN	Travel & Education	\$ 775.00	Grant award cycle crosses fiscal years.
HHS/DSS/EFSS	Emergency Assistance	00195615-9461-232-1	00195615-9461-232-1	AFDC Emergency Assistance	\$ 146,327.17	EA funds provide temporary financial assistance that pays for housing and utilities to eligible families experiencing a financial emergency. Directed by the county to roll unspent funds to new fy as we didn't budget funds for FY26. (Balance as of 6.30.25 is \$147,965.13 - \$1,637.96 outstanding invoices = \$146,327.17)
HHS/DSS/Children Services	Contracted Employees	00195630-9114	00195630-9114	Contracted Employees	\$ 50,000.00	These dollars are used to bring on additional staff to help meet the increasing demands of our mandated responsibilities. This support is critical to maintaining compliance with state and federal requirements, ensuring child safety, and achieving timely permanency outcomes. Contracted staff will allow us to manage caseloads effectively, respond to complex cases, and maintain the quality and timeliness of services during periods of high demand or staffing shortages.
HHS/DSS/Children Services	Adoption Promotion Program	00195630-9332	00195630-9332	Adoption Svcs Program	\$ 259,116.94	Adoption Promotion Fund - the purpose of these state funds is to enhance and expand adoption programs, to secure permanent homes for children in foster care with special needs who are harder to place, and to encourage partnerships between public and private agencies to achieve permanency for children in a timely manner. Unspent funds are rolled over. 100% State Funded. (Ref revenue acct 00165630-6293)
HHS/DSS/Children Services	Purchased Services	00195630-9445	00195630-9445	Purchased Services	\$ 42,000.00	Funding will be used to address increased tutoring needs for children in foster care. Educational progress is a key well-being measure under federal guidelines, including the Fostering Connections to Success and Increasing Adoptions Act of 2008. Children in care often face significant educational challenges due to trauma and disrupted schooling. Targeted academic support helps close learning gaps, promotes stability, and supports long-term success. Funds will also be used for contract services to support leadership development and capacity building.
HHS/DSS/Children Services	Travel & Education	00195630-9610-349-1	00195630-9610-349-1	Travel	\$ 5,000.00	Travel funds are used primarily for visiting children placed out of state. Usage fluctuates based on the number of children in care and the location of their placements. We anticipate increased travel this year due to the implementation of two major Child Welfare initiatives. These initiatives (PATHNC & Child & family Specialty Plan) involve state-hosted regional trainings and readiness sessions requiring staff travel in preparation for their launch.
HHS/DSS/Children Services	Medical Consultants	00195630-9653	00195630-9653	Medical Consultants	\$ 39,000.00	Funds will be used to cover the cost of specialized psychological assessments, testing, and counseling for children and families involved with Child Welfare. These services are essential for supporting family stability, preventing foster care placements, and complying with court-ordered evaluations. Timely access to these resources helps inform case decisions, address mental health needs, and promote safe, permanent outcomes for children.
HHS/DSS/Aging Services	SHIIP State Grant	00165760-6270-ST8	00165760-6270-ST8	SMP Grant	\$ (4,307.41)	100% Reimbursable
HHS/DSS/Aging Services	SHIIP State Grant	00195760-9356-ST8	00195760-9356-ST8	SMP Grant	\$ 4,307.41	Senior Medicare Patrol (SMP) grant is 100% State funded. The grant will be used to cover costs of 2 shredding events in FY26. Grant is approved to run through 5/31/26.
HHS/DSS/Aging Services	SHIIP Federal Grant	00165760-6270-FED	00165760-6270-FED	SHIIP Federal Grant	\$ (5,851.00)	100% Reimbursable

Department	Project / Grant	Account Information Org-Object-Proj FY25 GL Codes	Account Information Org-Object-Proj FY26 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
HHS/DSS/Aging Services	SHIIP Federal Grant	00195760-9356-SHIIP	00195760-9356-SHIIP	SHIIP Federal Grant	\$ 5,851.00	Federal grant provides financial assistance to seniors on Medicare (i.e.. assistance with Part D). The grant runs from 9/1/24 - 8/31/25. It is 100% Federally funded. Funds haven't been expended due to receiving the grant in Feb 25. Reappropriating the full grant amount.
<b>Culture and Recreation</b>						
Active Living and Parks	Supervisors Management School Training Registration	00198110-9610	00198110-9610	Continuing Education and Trainings	\$ 3,500.00	Michael Dorsey and Ian Sweeney will attend Supervisors Management School in November 2025. Registration opened and paid in June 2025 so we were able to secure spaces with limited availability. Reappropriating funds from FY25 to FY26 so the registration funds match the same fiscal year as when we will attend the training.
Active Living and Parks	Wellness Class Revenue	00168144-6606-WELLA	00168110-6606-WELLA		\$ (3,800.00)	Afton Active Living Center associated revenue for additional wellness classes.
Active Living and Parks	Wellness Instructor/Aux Employees	00198110-9114-WELLA	00198110-9114-WELLA		\$ 3,800.00	Due to the loss of various instructors in FY25 we were unable to expend all funds and request to move these expenses and associated revenue into FY26 to meet unexpected demand for programs.
Active Living and Parks	Wellness Class Revenue	00168146-6606-WELLM	00168110-6606-WELLM		\$ (2,000.00)	Mt. Pleasant Active Living Center associated revenue for additional wellness classes.
Active Living and Parks	Wellness Instructor/Aux Employees	00198110-9114-WELLM	00198110-9114-WELLM		\$ 2,000.00	Due to the loss of various instructors in FY25 we were unable to expend all funds and request to move these expenses and associated revenue into FY26 to meet unexpected demand for programs.
Library	Cannon Foundation	00168210-6806-CANO1	00168210-6806-CANO1	Special Program Supplies	\$ (39,308.41)	Project was not completed due to opening of the Afton branch library. Project will be completed in FY26.
Library	Cannon Foundation	00198210-9356-CANO1	00198210-9356-CANO1	Special Program Supplies	\$ 39,308.41	Project was not completed due to opening of the Afton branch library. Project will be completed in FY26.
Library	Travel and Training	00198210-9610	00198210 9610	Travel and Training	\$ 8,000.00	Not all funds were expended due to library director not being able to attend quarterly meetings. FY26 budget was reduced and we have the semi-annual NCLA meeting in Oct. that we would like to send more staff to.
<b>Fund 001 TOTAL</b>					<b>\$ 9,688,973.08</b>	
<b>911 Fund (401)</b>						
Sheriff's Office	NCDIT Grant	40162740-639999	40162740-63999	Grant Revenue	\$ (719,765.07)	ongoing Grant
Sheriff's Office	NCDIT Grant	40192740-9862-NCDIT	40192740-9862-NCDIT	Grant Expenditures	\$ 719,765.07	ongoing Grant
Sheriff's Office	911 Revenue	40162740-6651	40162740-6651	911 Revenue	\$ (21,859.56)	911 Funds
Sheriff's Office	Interest	40162740-6701	40162740-6701	Interest	\$ (29,071.25)	911 Funds
Sheriff's Office	911 Equipment	40192740-9331	40192740-9331	Minor Office Equipment	\$ 2,115.17	911 Funds
Sheriff's Office	911 Services	40192740-9445	40192740-9445	Purchased Services	\$ 13,691.24	911 Funds
Sheriff's Office	911 Equipment	40192740-9860	40192740-9860	Equipment & Furniture	\$ 85,000.00	911 Funds
<b>Fund 401 TOTAL</b>					<b>\$ 49,875.60</b>	
IAM	Arena & Events Center	42098310-9501	42098310-9501	Arena & Events Center	\$ 205,000.00	Projects that were not completed by year end to include: chiller maintenance, chiller water line insulation, concrete removal & replacement, power distribution panels, roof maintenance, waterproofing between Arena & Cabarrus Room, renovations to Arena office/reception area, enclose 3 sides of carport for storage needs, and lighting improvements in Arena lobby.
<b>Fund 420 TOTAL</b>					<b>\$ 205,000.00</b>	
Planning & Development	DUKE Rebate	46063250-6841-DE	46063250-6841-DE	Rebate money received for completing weatherization work for Duke Energy customers.	\$ (12,513.64)	These funds were received for performing weatherization work on homes of Duke Energy customers. These are not reimbursement funds or directly tied to grant funding. In accordance with program guidelines, the funds must be transferred from the revenue account to the appropriate expense account 46093250-9315-DE. There was a late deposit of \$7,064.18 that came in after this account was presented to the BOC as a BA to move the money and zero out the account. The latest deposit needs to cross fiscal years and be placed in 46093250-9315-DE and the revenue account needs to be zeroed out.
Planning & Development	DUKE Rebate	46093250-9315-DE	46093250-9315-DE	Rebate money received for completing weatherization work for Duke Energy customers.	\$12,513.64	These funds were received for performing weatherization work on homes of Duke Energy customers. These are not reimbursement funds or directly tied to grant funding. In accordance with program guidelines, the funds must be transferred from the revenue account to the appropriate expense account 46093250-9315-DE. There was a late deposit of \$7,064.18 that came in after this account was presented to the BOC as a BA to move the money and zero out the account. The latest deposit needs to cross fiscal years and be placed in 46093250-9315-DE and the revenue account needs to be zeroed out.
<b>Fund 460 TOTAL</b>					<b>\$ -</b>	
<b>GRAND TOTAL</b>					<b>\$ 9,943,848.68</b>	

Date: 8/18/2025

Amount: \$8,614,019.85 [001] ; \$49,875.60 [401]; \$205,000.00 [420] ;  
GRAND TOTAL \$8,868,895.455

Dept. Head: Rosh Khatri

Department: Budget

☐ Internal Transfer Within Department☐ Transfer Between Departments/Funds☒ Supplemental Request

Purpose:

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1210-963701	Child Care Tuition Assistance		50,000.00		50,000.00
001	6	1210-6901	Fund Balance Appropriated		50,000.00		50,000.00
001	9	1230-9610	Training & Travel		4,000.00		4,000.00
001	9	1230-9610	Training & Travel		2,700.00		2,700.00
001	9	1230-9114	Internship Program		80,000.00		80,000.00
001	0	1230-6901	Fund Balance Appropriated		86,700.00		86,700.00
001	9	1810-9570	ERP System		891,461.52		891,461.52
001	6	1810-6901	Fund Balance Appropriated		891,461.52		891,461.52
001	9	1910-9124	Sign On Bonus		45,000.00		45,000.00
001	6	1910-6901	Fund Balance Appropriated		45,000.00		45,000.00
001	9	1925-940004	Broadband		1,950,000.00		1,950,000.00
001	6	1925-6901	Fund Balance Appropriated		1,950,000.00		1,950,000.00
001	9	1952-9610	Training & Travel		3,500.00		3,500.00
001	6	1952-6901	Fund Balance Appropriated		3,500.00		3,500.00
001	9	1955-9863	Motor Vehicles		1,891.95		1,891.95
001	6	1955-6901	Fund Balance Appropriated		1,891.95		1,891.95
001	9	2110-9316	Vehicles in process		51,231.12		51,231.12
001	9	2110-9316	CSI: Evidence Boxes		21,000.00		21,000.00
001	9	2110-9331	Vehicles in process		208,000.00		208,000.00
001	9	2110-9331	SRT: Helmets for Training		21,300.00		21,300.00
001	9	2110-9331	TRAINING: SCAT Room		11,500.00		11,500.00
001	9	2110-9340	Officer Uniforms		95,000.00		95,000.00
001	9	2110-9445	Motorola, Contract Change Order		59,000.00		59,000.00
001	9	2110-9445	ADMIN Radio Accessories		37,500.00		37,500.00
001	9	2110-9863	Vehicles in process		605,360.00		605,360.00
001	6	2110-6901	Fund Balance Appropriated		1,109,891.12		1,109,891.12
001	9	2110-9113-20095	State BOMB Grant		33,944.90		33,944.90
001	9	2110-9316-20095	State BOMB Grant		5,378.62		5,378.62
001	6	2110-6901	Fund Balance Appropriated		39,323.52		39,323.52
001	9	2110-9101-20097	State WELLNESS Grant		267,055.57		267,055.57
001	9	2110-9201-20097	State WELLNESS Grant		13,866.33		13,866.33



Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2110-9202-20097	State WELLNESS Grant		3,245.92		3,245.92
001	9	2110-9205-20097	State WELLNESS Grant		53,780.51		53,780.51
001	9	2110-9206-20097	State WELLNESS Grant		100.71		100.71
001	9	2110-9207-20097	State WELLNESS Grant		155.80		155.80
001	9	2110-9210-20097	State WELLNESS Grant		27,295.69		27,295.69
001	9	2110-9230-20097	State WELLNESS Grant		5,403.14		5,403.14
001	9	2110-9235-20097	State WELLNESS Grant		10,844.09		10,844.09
001	9	2110-9356-20097	State WELLNESS Grant		23,765.65		23,765.65
001	9	2110-9605-20097	State WELLNESS Grant		528,369.00		528,369.00
001	9	2110-9610-20097	State WELLNESS Grant		19,853.00		19,853.00
002	9	2110-9240-20097	State WELLNESS Grant		683.88		683.88
001	9	2110-9863-20097	State WELLNESS Grant		9,905.00		9,905.00
001	6	2110-6901	Fund Balance Appropriated		964,324.29		964,324.29
001	6	2110-6342-TRAFU	TRAFFIC Safety Grant		16,948.70		16,948.70
001	9	2110-9101-TRAFU	TRAFFIC Safety Grant		22,045.79		22,045.79
001	9	2110-9201-TRAFU	TRAFFIC Safety Grant		1,433.89		1,433.89
001	9	2110-9202-TRAFU	TRAFFIC Safety Grant		335.34		335.34
001	9	2110-9205-TRAFU	TRAFFIC Safety Grant		2,747.90		2,747.90
001	9	2110-9206-TRAFU	TRAFFIC Safety Grant		7.51		7.51
001	9	2110-9207-TRAFU	TRAFFIC Safety Grant		9.02		9.02
001	9	2110-9210-TRAFU	TRAFFIC Safety Grant		2,952.73		2,952.73
001	9	2110-9230-TRAFU	TRAFFIC Safety Grant		694.58		694.58
001	9	2110-9235-TRAFU	TRAFFIC Safety Grant		1,140.94		1,140.94
001	9	2110-9610-TRAFU	TRAFFIC Safety Grant		879.94		879.94
001	9	2110-9637-TRAFU	TRAFFIC Safety Grant		1,649.79		1,649.79
001	6	2110-6901	Fund Balance Appropriated		33,897.39		33,897.39
001	9	2110-9101-HTRAF	HUMAN TRAFFICKING Grant		258,059.14		258,059.14
001	9	2110-9201-HTRAF	HUMAN TRAFFICKING Grant		15,957.36		15,957.36
001	9	2110-9202-HTRAF	HUMAN TRAFFICKING Grant		3,731.78		3,731.78
001	9	2110-9205-HTRAF	HUMAN TRAFFICKING Grant		77,961.60		77,961.60
001	9	2110-9206-HTRAF	HUMAN TRAFFICKING Grant		192.85		192.85
001	9	2110-9207-HTRAF	HUMAN TRAFFICKING Grant		185.42		185.42
001	9	2110-9210-HTRAF	HUMAN TRAFFICKING Grant		42,639.71		42,639.71
001	9	2110-9230-HTRAF	HUMAN TRAFFICKING Grant		5,256.28		5,256.28
001	9	2110-9235-HTRAF	HUMAN TRAFFICKING Grant		12,546.82		12,546.82
001	9	2110-9340-HTRAF	HUMAN TRAFFICKING Grant		4,901.62		4,901.62
001	9	2110-9420-HTRAF	HUMAN TRAFFICKING Grant		30.00		30.00
001	9	2110-9610-HTRAF	HUMAN TRAFFICKING Grant		7,347.44		7,347.44
001	9	2110-9862-HTRAF	HUMAN TRAFFICKING Grant		21,750.05		21,750.05
001	9	2110-9863-HTRAF	HUMAN TRAFFICKING Grant		1,838.90		1,838.90
001	6	2110-6901	Fund Balance Appropriated		452,398.97		452,398.97

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2130-9863	State Criminal Alien Asst. Grant		130,983.00		130,983.00
001	6	2130-6901	Fund Balance Appropriated		130,983.00		130,983.00
001	9	2130-9445	Juvenile Justice		43,451.00		43,451.00
001	9	2130-9445	Juvenile Justice		10,000.00		10,000.00
001	9	2130-9654	Medical Cost Pool		10,000.00		10,000.00
001	6	2130-6901	Fund Balance Appropriated		63,451.00		63,451.00
001	9	2140-9331	Vehicles in process		42,500.00		42,500.00
001	9	2140-9863	Vehicles in process		1,547.00		1,547.00
001	9	2140-9863	Vehicles in process		2,083.00		2,083.00
001	9	2140-9863	Vehicles in process		19,940.00		19,940.00
001	6	2140-6901	Fund Balance Appropriated		66,070.00		66,070.00
001	9	2145-9628	Donations		47,191.39		47,191.39
001	9	2145-9331	Mico-chip Scanner		1,000.00		1,000.00
001	9	2145-9331	Mico-chip Scanner		3,000.00		3,000.00
001	6	2145-6901	Fund Balance Appropriated		51,191.39		51,191.39
001	9	2710-9482	Emergency Management Performance (EMPG) Grant		31,650.24		31,650.24
001	9	2710-9431	McGuire Nuclear Station Support		8,604.12		8,604.12
001	9	2710-9636-TIER2	Tier II Grant		1,000.00		1,000.00
001	6	2710-6901	Fund Balance Appropriated		41,254.36		41,254.36
001	9	2730-9340	Uniforms		9,968.05		9,968.05
001	9	2730-9340-PPE	Footwear		2,000.00		2,000.00
001	9	2730-9863	Ambulance Tags and Taxes		38,342.23		38,342.23
001	6	2730-6901	Fund Balance Appropriated		50,310.28		50,310.28
001	9	2740-9331	Radio Equipment		10,198.37		10,198.37
001	9	2740-9445	Services for Video Wall		33,210.58		33,210.58
001	9	2740-9860	Radio Equipment		849,199.24		849,199.24
001	9	2740-9862	Radio Technology		45,894.00		45,894.00
001	6	2740-6901	Fund Balance Appropriated		928,303.82		928,303.82
001	9	3320-971000	Economic Development Grants		1,431,218.00		1,431,218.00
001	6	3320-6901	Fund Balance Appropriated		1,431,218.00		1,431,218.00
001	9	3910-971030-2018	2018 Kannapolis Interlocal		196,275.00		196,275.00
001	6	3910-6901	Fund Balance Appropriated		196,275.00		196,275.00
001	6	5240-6312-0488	5311 Grant Capital		506,315.75		506,315.75
001	6	5240-6901	Fund Balance Appropriated			506,315.75	#REF!
001	6	5410-6606-FCS	FCS Program Expenses		(340.95)		(340.95)
001	9	5410-9356-FCS	FCS Program Expenses		340.95		340.95
001	9	5410-9104-4HCAN	4-H Afterschool Grant		5,208.45		5,208.45
001	9	5410-9356-4HCAN	4-H Afterschool Grant		3,000.00		3,000.00
001	9	5410-9201-4HCAN	4-H Afterschool Grant		508.92		508.92
001	9	5410-9202-4HCAN	4-H Afterschool Grant		119.00		119.00

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5410-9230-4HCAN	4-H Afterschool Grant		9.84		9.84
001	9	5410-9356-4HCAN	4-H Afterschool Grant		5,499.33		5,499.33
001	9	5410-9610-4HCAN	4-H Afterschool Grant		775.00		775.00
001	6	5410-6901	Fund Balance Appropriated		15,120.54		15,120.54
001	9	5615-9461-232-1	Emergency Assistance		146,327.17		146,327.17
001	6	5615-6901	Fund Balance Appropriated		146,327.17		146,327.17
001	9	5630-9114	Contracted Employees		50,000.00		50,000.00
001	9	5630-9332	Adoption Promotion Program		259,116.94		259,116.94
001	9	5630-9445	Purchased Services		42,000.00		42,000.00
001	9	5630-9610-349-1	Travel & Education		5,000.00		5,000.00
001	9	5630-9653	Medical Consultants		39,000.00		39,000.00
001	6	5630-6901	Fund Balance Appropriated		395,116.94		395,116.94
001	6	5760-6270-ST8	SHIIP State Grant		(4,307.41)		(4,307.41)
001	9	5760-9356-ST8	SHIIP State Grant		4,307.41		4,307.41
001	6	5760-6270-FED	SHIIP Federal Grant		(5,851.00)		(5,851.00)
001	9	5760-9356-SHIIP	SHIIP Federal Grant		5,851.00		5,851.00
001	9	8110-9610	Supervisors Management School Training Registration		3,500.00		3,500.00
001	6	8110-6901	Fund Balance Appropriated		3,500.00		3,500.00
001	6	8110-6606-WELLA	Wellness Class Revenue		(3,800.00)		(3,800.00)
001	9	8110-9114-WELLA	Wellness Instructor/Aux Employees		3,800.00		3,800.00
001	6	8110-6606-WELLM	Wellness Class Revenue		(2,000.00)		(2,000.00)
001	9	8110-9114-WELLM	Wellness Instructor/Aux Employees		2,000.00		2,000.00
001	6	8210-6806-CANO1	Cannon Foundation		(39,308.41)		(39,308.41)
001	9	8210-9356-CANO1	Cannon Foundation		39,308.41		39,308.41
001	9	8210-9610	Travel and Training		8,000.00		8,000.00
001	6	8210-6901	Fund Balance Appropriated		8,000.00		8,000.00
401	6	2740-63999	NCDIT Grant		(719,765.07)		(719,765.07)
401	9	2740-9862-NCDIT	NCDIT Grant		719,765.07		719,765.07
401	6	2740-6651	911 Revenue		(21,859.56)		(21,859.56)
401	6	2740-6701	Interest		(29,071.25)		(29,071.25)
401	9	2740-9331	911 Equipment		2,115.17		2,115.17
401	9	2740-9445	911 Services		13,691.24		13,691.24
401	9	2740-9860	911 Equipment		85,000.00		85,000.00
401	6	2740-6901	Fund Balance Appropriated		49,875.60		49,875.60
420	9	8310-9501	Arena & Events Center		205,000.00		205,000.00
420	6	2740-6901	Fund Balance Appropriated		205,000.00		205,000.00
460	6	3250-6841-DE	DUKE Rebate		(12,513.64)		(12,513.64)

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	9	3250-9315-DE	DUKE Rebate		12,513.64		12,513.64
					9,943,848.68	<b>Total</b>	0.00

**Budget Officer**

☐ Approved  
☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**County Manager**

☐ Approved  
☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**Board of Commissioners**

☐ Approved  
☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning and Development Department - Community Development NCDEQ LIHEAP and HARRP Grant Award Acceptance For FY26

### **BRIEF SUMMARY:**

The Cabarrus County Community Development Division was awarded funding from the North Carolina Department of Environmental Quality for the Low-Income Home Energy Assistance Program and Heating and Air Repair & Replacement Program (LIHEAP & HARRP) for FY26. The funds will be used to weatherize homes and repair or replace non-functioning HVAC systems.

These funding opportunities were included in the original weatherization grant application request presented and approved by the Board of Commissioners on January 21, 2025, for fiscal year 2025-2026, as well as the adopted FY26 budget. Along with the Board of Commissioner's acceptance of the funds, a budget amendment is needed to correct and update the funding amounts received from the State.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve acceptance of NCDEQ LIHEAP & HARRP funding for FY26, to authorize the County Manager, or his designee, to enter into an agreement with the State, to approve the budget amendments to reflect corrected funding, and to allow Staff to proceed with implementation of the associated program activities.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Susie Morris, Planning & Development Director

Robert Anderson, Community Development Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ LIHEAP & HARRP Agreement for FY26
- ▣ LIHEAP Budget Amendment
- ▣ HARRP Budget Amendment

**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

**STATE OF NORTH CAROLINA**  
**North Carolina Department of Environmental Quality**  
**Grant Agreement**

**SUBRECIPIENT'S FEDERAL IDENTIFICATION NUMBER: \*\*-\*-0281**

This financial assistance agreement is hereby made and entered into by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **CABARRUS COUNTY** (the "Subrecipient"<sup>1</sup>). The assistance provided to the Subrecipient hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

<b>FEDERAL AWARD IDENTIFICATIONS (LIHEAP &amp; HARRP):</b>	
<b>Subrecipient Name</b>	Cabarrus County
<b>Subrecipient UEI</b>	PF3KTEELMHV6
<b>Assistance Listing Number (ALN)</b>	93.568
<b>Federal Award Identification Number (FAIN)</b>	2401INCLIEA
<b>Federal Award Date</b>	7/1/2023 – 6/30/2028
<b>Subaward Period of Performance Start &amp; End Date</b>	7/1/2025 – 6/30/2026
<b>Amount of Federal Funds Obligated in the Subaward</b>	\$348,062.00
<b>Total Federal Funds Obligated to Subrecipient by DEQ (Including this Obligation)</b>	\$348,062.00
<b>Total Amount of the Federal Award Committed to Subrecipient by DEQ</b>	\$348,062.00
<b>Project Description</b>	The Subgrantee shall: (1) weatherize at least <b>13</b> units using North Carolina Low-Income Home Energy Assistance Program (LIHEAP) funds; and (2) repair or replace heating/ air conditioning systems in at least <b>14</b> units using North Carolina Heating and Air Repair and Replacement Program (HARRP) funds in accordance with this Grant Agreement, Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and regulations. All units must meet the prescribed eligibility requirements within the Subgrantee's designated service area as described by program requirements and regulations.
<b>Federal Awarding Agency</b>	U.S. Department of Health and Human Services

<sup>1</sup> The contract documents attached hereto may at times use alternative terms to describe the Subrecipient. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "Subgrantee," "Subapplicant," or "Subparticipant."

**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

<b>Pass-Through Entity Awarding Official &amp; Contact Information</b>	DEQ - Julie Woosley, <a href="mailto:julie.woosley@deq.nc.gov">julie.woosley@deq.nc.gov</a> 919-707-8374
<b>Federal Award Indirect Cost Rate</b>	27.70%
<b>Contract is R&amp;D</b>	No

1. **Agreement Documents.** The agreement between the parties consists of this document (the "Subaward Agreement") and its attachments, which are identified by name as follows:
  - 1.1 Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A).
  - 1.2 Subrecipient's Scope of Work (Attachment B)
  - 1.3 Subrecipient's Approved Budget (Attachment C)
  - 1.4 Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment D).
  - 1.5 Subrecipient's Conflict of Interest Policy (Attachment E).
  - 1.6 Subrecipient's Certification of No Overdue Tax Debts (Attachment F).
  - 1.7 Subrecipient's Award Letter (Attachment G).
  - 1.8 Required Federal Certifications (Attachment H).

Together, these documents (the "Agreement Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Subaward Agreement or to any other Agreement Document may only be made through written amendments. Any such written amendment must be duly executed by an authorized representative of each party.

2. **Precedence Among Agreement Documents.** In the event of a conflict or inconsistency between or among the Agreement Documents, the document with the highest relative precedence shall prevail. This Subaward Agreement shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents (listed in Section 1.0 above), with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
3. **Agreement Period.** This Agreement shall be effective from the date upon which all parties have signed to June 30, 2026, inclusive of those dates. Nothing in this section shall relieve Subrecipient of its post-closeout continuing obligations, including but not limited to records retention and audit requirements.
4. **Subrecipient's Duties.** As a condition of the grant award, the Subrecipient agrees to:
  - 4.1 Undertake and deliver the grant award project, plan, or services as described in the Scope of Work and Approved Budget (Attachments B & C), adhering to all budgetary provisions set out therein throughout the course of performance.
  - 4.2 Review the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as implemented by the Federal Awarding Agency, and ensure that, consistent with the foregoing regulations, all program activities and costs incurred with subaward funds are both allowable and allocable to the Federal Grant Award.
  - 4.3 Comply with all terms, conditions, restrictions and requirements applicable to Subrecipients under the Federal Grant Award.
  - 4.4 Comply with the requirements of N.C.G.S. § 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.



**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

- 4.5 Comply and cooperate with direction and guidance provided by the Department in the course of carrying out its responsibilities as a pass-through entity of federal funds (per 2 CFR 200 Part 200) and as a dispersing agency of State funds (per 09 N.C. Admin. Code 03M).
- 4.6 Comply with the applicable provisions of the Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment C),
- 4.7 Maintain all records related to this Agreement (i) for a period of five (5) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
- 4.8 Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- 4.9 Obtain written approval from the Department's Agreement Administrator (see §13 below) prior to making any subaward or subgrant not already described in the Scope of Work.
- 4.10 Ensure that the terms, conditions, restrictions and requirements of this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Agreement Document, are made applicable to, and binding upon, any lower-tier subrecipient who receives as a subaward or subgrant any portion of the award funds made available to the Subrecipient hereunder.
- 4.11 Take reasonable measures to ensure that any lower-tier subrecipient (i) complies with the terms, conditions, restrictions and requirements set forth in this Subaward Agreement, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Agreement Document, and (ii) provides such information in its possession as may be necessary for the Subrecipient to comply with such terms, conditions, restrictions and requirements.
- 5. Department's Duties.** Pursuant to 09 NC. Admin. Code 03M. 0401(6), as an agency that receives and disburses State funds as a grant, the Department is responsible for ensuring that subaward funds are spent consistent with the purposes for which it was awarded. In carrying out the foregoing responsibilities the Department may, at its discretion and as it deems necessary, provide technical assistance, issue guidance, and require contract amendments to ensure that the subaward adheres to the requirements of the federal award. The Department is also responsible for carrying out the duties of a pass-through entity of federal funds pursuant to 2 CFR § 200.332. The Department shall pay the Subrecipient in the manner and amounts specified below and in accordance with the approved budget set forth in the Scope of Work & Approved Budget.
- 6. Total Award Amount.** The amount of awarded funds paid by the Department to the Subrecipient under this Agreement shall not exceed **\$348,062.00** (the "Amount of Award"). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Federal	U.S. Dept. of Health & Human Services	93.568

*Accounting Code Information:*

Dollars	Company
<b>\$348,062.00</b>	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
205165	56D00002, 56D00003, 56D00004	1604090 & 1604091

**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

Funding Source	Project (9 or 10 Digits)
0000	16GE000117 & 16GE0000118

*Subrecipient Matching Information:*

- ☒ 6.1 There are no matching requirements from the Subrecipient.
- ☐ 6.2. There are no matching requirements from the Subrecipient; however, the Subrecipient has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- ☐ 6.3 The Subrecipient's matching requirement is **\$0.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

- ☐ 6.4 The Subrecipient is committing to an additional **\$0.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Agreement Amount** is **\$348,062.00**. The Subrecipient represents that any contributions of its own shall be sourced from non-Federal funds.

**7. Payment Provisions.** Payments to the Subrecipient shall be made in accordance with the following provisions:

- 7.1. The Department will only issue payment to Subrecipient for project costs that are found to be allowable, allocable, and reasonable pursuant to 2 CFR Part 200, as implemented by the Federal Awarding Agency. Requests for payment shall be submitted in the manner prescribed by the Department. All such requests must be supported with documentation showing that expenditures are consistent with the Approved Activities (as contained in the Scope of Work), the Approved Budget, and the provisions of this Subaward Agreement.
- 7.2. Subrecipient will be paid in advance in a manner consistent with 2 CFR § 200.305(b), provided they maintain written cash management procedures that minimize the time elapsing between the transfer and disbursement of funds. The procedures must also establish financial management systems that meet the standards for fund control and accountability established by 2 CFR Part 200.
- 7.3. Advance payment requests must be limited to the minimum amount needed by the Subrecipient and be timed in accordance with their actual, immediate cash requirements in carrying out their portion of the Federal Award program. The timing and amount of advance payment requests

**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

must be as close as is administratively feasible to the Subrecipient's disbursement of the funds for direct program or project costs and the proportionate share of any allowable indirect costs.

- 7.4. Any erroneously drawn funds must be returned to the Department in a timely fashion. This applies to both advances and reimbursement payments when it is determined that the transfer resulted in more funds being drawn down than what was required by Subrecipient's immediate disbursement needs.
- 7.5. Pre-Award Costs: Subrecipient may seek reimbursement under the award for costs incurred between July 1, 2025, and the Agreement Effective Date. In order to receive reimbursement, pre-award costs must be supported by sufficient documentation establishing allowability of costs and be approved by the Department.
- 8. Reimbursement Requirements.** If Subrecipient is unwilling or unable to comply with the cash management practices required for advance payments, reimbursement will be the payment method used to issue subaward funds to Subrecipient. Reimbursement will also be available as a payment method upon request of the Subrecipient.
- 8.1. Reimbursement payments will be issued within thirty (30) calendar days of billing, unless the request is found to be improper by the Department.
- 8.2. Reimbursement requests must be submitted no more than monthly. Reimbursement requests and supporting documentation must be submitted by no later than forty-five (45) calendar days following the last day of the period of reimbursement. Reimbursement requests received thereafter shall not be paid.
- 9. New Construction Cutoff for LIHEAP and HARRP Funds.** Subrecipient understands and accepts that LIHEAP and HARRP funds may not be used for new construction started within the last two months of the program year (after April 30th).
- 10. Subrecipient's Fiscal Year.** The Subrecipient represents that its fiscal year is from July 1<sup>st</sup> to June 30<sup>th</sup>.
- 11. Availability of Funds.** The Subrecipient understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Subrecipient understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Agreement Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Agreement Administrator. The contact information for each party's Agreement Administrator is set out below. Either party may change its Agreement Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Subrecipient Agreement Administrator</b>	<b>Department's Agreement Administrator</b>
Susie Morris, Planning and Development Director Cabarrus County PO Box 707 Concord, NC 28026 Telephone: 704-920-2858 Email: samorris@cabarruscounty.us	Julie Woosley, Director NCDEQ State Energy Office MSC 1613 Raleigh, NC 27699-1613 Telephone: 919-707-8374 Email: <a href="mailto:julie.woosley@deq.nc.gov">julie.woosley@deq.nc.gov</a>

**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

- 14. Subrecipient's Key Personnel.** Subrecipient shall provide written notice to the Department prior to substituting its personnel (including but not limited to employees, contractors, and Board members) that are identified by name or position in this Agreement.
- 15. Assignment.** The Subrecipient may not assign its obligations or its rights to receive payment hereunder.
- 16. Subawards.** The Subrecipient understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subrecipient of any duties or responsibilities herein set forth.
- 17. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Subrecipient shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- 17.1. Title VI of the Civil Rights Act of 1964, as amended;
  - 17.2. Civil Rights Restoration Act of 1987, as amended;
  - 17.3. Section 504 of the Rehabilitation Act of 1973, as amended;
  - 17.4. Age Discrimination Act of 1975, as amended;
  - 17.5. Titles II and III of the Americans with Disabilities Act of 1990, as amended;
  - 17.6. Title IX of the Education Amendments of 1972, as amended;
  - 17.7. Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
  - 17.8. Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subrecipient agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age, or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subrecipient receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C. § 2000d-4a).

The Subrecipient understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, Subrecipient agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 18. Noncompliance and Termination.** In addition to the noncompliance and termination provisions contained in 09 NCAC 03M .0801, 2 CFR § 200.339-340 (as applicable), or as otherwise set forth in the terms and conditions of the Federal Award, this subaward is subject to the following:
- 18.1. Termination by Mutual Consent – This Agreement may be terminated by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.
  - 18.2. Termination for Cause – The Department may terminate this Agreement for cause by giving written notice to Subrecipient of such termination and specifying the reason thereof and the effective date thereof. Cause may include misuse of funds, fraud, failure to comply with applicable laws and regulations, failure to timely perform Agreement obligations, or failure to comply with any other requirements of this Agreement after having received technical assistance from the Department.
  - 18.3. Post-Termination Obligations & Procedures – If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be

**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

disallowed. Nothing in this section shall relieve Subrecipient of their obligations regarding retention, reporting, closeout, or any other applicable compliance requirements.

- 18.4. **Waiver of Default – Waiver by the Department** of any default or breach in compliance with the terms of this Agreement by the subrecipient and is not a waiver of any subsequent default or breach.

- 19. Closeout.** Subrecipient must comply with the Department's closeout procedures. Completion of closeout shall not release Subrecipient from their obligations under this Agreement.

- 19.1. For DOE Funds: Subrecipient must, no later than forty-five (45) calendar days after the end of the period of performance, submit to the Department all final financial, performance, and other reports as required by this Agreement. Subrecipient must liquidate all financial obligations incurred under this subaward no later than forty-five (45) calendar days after the end of the period of performance.

- 19.2. For LIHEAP and HARRP Funds: The Department receives LIHEAP and HARRP funds as a pass-through from the NC Department of Health and Human Services (DHHS), which closes its fiscal year on June 30, 2025. In order to meet DHHS's deadline, Subrecipient will be required to submit final reports in advance of June 30, 2025. Additional detail regarding the closeout process and date for LIHEAP and HARRP funds will be provided to Subrecipient by the Department.

- 20. Use of Department Logo.** Subrecipient shall not use the Department's logo on any websites, marketing, or outreach materials related to this award without first obtaining written approval from the Department.

- 21. Survival.** Any provision contained in this or any other Agreement Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.

- 22. Severability.** If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

- 23. Sovereign Immunity.** The Department does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on this Agreement.

- 24. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

- 25. Indemnification.** To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents, and employees from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement. The Department shall not provide such indemnification to Subrecipient.

- 26. Force Majeure.** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

- 27. Confidentiality.** Subrecipient must implement written procedures that ensure reasonable cybersecurity and other measures to safeguard information including protected personally

**GRANT AGREEMENT NO. 100932-000**  
**NC FY2026 Weatherization Assistance Program LIHEAP & HARRP**

identifiable information (PII) and other types of information that the federal awarding agency (if applicable) and the Department consider sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

- 28. Property Standards.** Subrecipient agrees that it is responsible for the proper custody and care of any State-owned property furnished for use in connection with the performance of this contract and will reimburse the State for its loss or damage. Acquisition, management, and disposition of all property (including real property, equipment, supplies, and intangible property) acquired or improved with subaward funds must comply with the requirements of 2 CFR 200.310 - 316.
- 29. Sales/Use Tax Refunds.** If eligible, the Subrecipient and all its subrecipients shall: (1) Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to NCGS 105-164.14; and (2) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 30. Definitions.** Unless indicated otherwise, the terms used in this Agreement shall have the meanings contained in 2 CFR Part 200 and 09 N.C. Admin. Code 03M.
- 31. Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Subaward Agreement and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Subrecipient and the Department execute this Agreement by their duly authorized representatives on the day and year below.

**CABARRUS COUNTY**

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**

Subrecipient's Signature

Printed Name and Title

Organization

Date

Department Signature or Authorized Assignee

Printed Name and Title

Department

Date

## Attachment A

### Federal Award Terms & Conditions

By accepting this subaward of federal financial assistance, the subrecipient understands and accepts that it will be subject to the same federal award terms and conditions as the Department (the pass-through entity) with few exceptions. The following document contains the terms and conditions of the Department's grant award from the Federal Awarding Agency. These terms and conditions "flow down" to the subrecipient through its subaward relationship with the Department. Subrecipient should reach out to the Department's Agreement Administrator if they have any questions about the applicability of any federal terms and conditions to their subaward.

**NOTE:** Pursuant to the LIHEAP Model Plan submitted to the United States Department of Health and Human Services (HHS) by the North Carolina Department of Health and Human Services (NCDHHS) (which provides LIHEAP and HARRP funding to the Department as a pass-through entity), LIHEAP weatherization funds are administered under DOE Weatherization Assistance Program (WAP) rules. The following document contains the terms of the Department's award from DOE for DOE WAP. If you have any questions regarding the applicability of any DOE WAP requirements to LIHEAP or HARRP funding, please contact the Department for clarification.

## Attachment A

## Special Terms and Conditions

The Grantee (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”) enter into this Award, referenced above, to achieve the project objectives stated in this Award.

This Award consists of the following documents including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Intellectual Property Provisions
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Annual File
Attachment 5	Master File
Attachment 5a	Health and Safety Plan
Attachment 6	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by EERE.
- Applicable program regulations at <http://www.eCFR.gov>, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons.



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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient’s authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and

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conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

### **Term 5. Federal Stewardship**

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

### **Term 6. Federal Involvement**

#### **A. Review Meetings**

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's program progress compared to the Annual Plan stated in Attachment 4 to this Award.

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- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Technology Manager/Project Officer.

### **B. Project Meetings**

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

### **C. Site Visits**

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

### **D. EERE Access**

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

## **Term 7. NEPA Requirements**

### **A. Authorization**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

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For Recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), EERE has determined that the “Allowable” listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the Recipient demonstrates the activities are compliant with the restrictions of the “Allowable Activities.” The Recipient is thereby authorized to use Federal funds for the “Allowable Activities” listed in the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2023) and WAP Community Scale Pilot Projects, as applicable, NEPA Determination, subject to the Recipient’s compliance with paragraphs B. “Conditions” and C. “Activities Not Listed As Allowable Activities,” and the restrictions listed in Attachment 6.

**B. Conditions**

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2023 Formula Grants Administrative and Legal Requirements Document and WAP Community Scale Pilot Projects, as applicable.
2. Activities not listed under "Allowable Activities" including ground disturbing activities and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed. A DOE Contracting Officer must provide approval prior to initiating the project or activities.
3. Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five(45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the “integral elements” (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed

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Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>.

7. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
8. Recipients are responsible for completing the online NEPA and Historic preservation training at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816) and contacting NEPA with any questions at [GONEPA@ee.doe.gov](mailto:GONEPA@ee.doe.gov).
9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

### **C. Activities Not Listed As "Allowable Activities"**

If the Recipient seeks to fund activities that do not qualify as "Allowable Activities" as defined in Attachment 6, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and those activities are not authorized for Federal funding unless and until the DOE Contracting Officer provides written authorization for those activities. Should the Recipient elect to undertake activities prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

## **Term 8. Historic Preservation**

### **A. Authorization**

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

### **B. Conditions**

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### **Recipients with a DOE executed PA for Historic Preservation**

(AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, ND, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, RI, PR, SC, SD, TN, TX, UT, VI, VT, VA, WA, WI, WV, WY)

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website:

<https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

In addition to the Stipulations in their PAs, Recipients must notify EERE via [GONEPA@ee.doe.gov](mailto:GONEPA@ee.doe.gov) whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or

There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

## **Term 9. Performance of Work in United States**

### **A. Requirement**

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should

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make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

### **B. Failure to Comply**

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

### **C. Waiver for Work Outside the U.S.**

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

## **Term 10. Foreign National Access**

The Recipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of its



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award, the Recipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded.

### **Term 11. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

### **Term 12. Reporting Requirements**

#### **A. Requirements**

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

#### **B. Dissemination of Scientific and Technical Information**

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

#### **C. Restrictions**

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary

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data), classified information, information subject to export control classification, or other information not subject to release.

### **Term 13. Lobbying**

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

### **Term 14. Publications**

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-EE0009920.”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

*Abridged Legal Disclaimer:* “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set

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by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

**Term 15. No-Cost Extension**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

**Term 16. Property Standards**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

**Term 17. Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

**Term 18. Real Property**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

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The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

### **Term 19. Equipment**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

### **Term 20. Supplies**

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See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

### **Term 21. Property Trust Relationship**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

### **Term 22. Record Retention**

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

### **Term 23. Audits**

#### **A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

### **B. Annual Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

## **Subpart B. Financial Provisions**

### **Term 24. Maximum Obligation**

The maximum obligation of DOE for this Award is the total “Funds Obligated” as stated in Block 13 of the Assistance Agreement to this Award. Additional Federal funding is contingent upon: (1) Recipient’s demonstrated substantial progress towards meeting the objectives of the Award; (2) availability of Federal funds appropriated by Congress for the purpose of this program; and (3) the availability of future-year budget authority.

### **Term 25. Continuation Application and Funding**

#### **A. Continuation Application**

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall

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be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

### **B. Continuation Funding**

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

### **Term 26. Refund Obligation**

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

### **Term 27. Allowable Costs**

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

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The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

### **Term 28. Indirect Costs**

#### **A. Indirect Cost Allocation:**

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

#### **B. Fringe Cost Allocation:**

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

#### **C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

#### **D. Indirect Cost Stipulations:**

##### **i. Modification to Indirect Cost Billing Rates**

EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s).

Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.



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The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

### ii. **Annual Cost Reconciliation**

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

### iii. **Adjustments to Indirect Cost Billing Rates**

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.
2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

### iv. **Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and

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making final payments.

### **Term 29. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

### **Term 30. Pre-Award Costs**

As stated in the Contracting Officer's Pre-Award Costs Letter dated February 7, 2022, the Recipient is authorized to request reimbursement for costs incurred on or after January 1, 2022 if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910, (2) such costs are not otherwise restricted by Term titled "National Environmental Policy Act (NEPA) Requirements," and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

### **Term 31. Use of Program Income**

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

### **Term 32. Payment Procedures**

#### **A. Method of Payment**

Payment will be made by advances through the Department of Treasury's ASAP

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system.

### **B. Requesting Advances**

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

### **C. Adjusting Payment Requests for Available Cash**

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

### **D. Payments**

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

### **E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the

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Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

### **Term 33. Budget Changes**

#### **A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

#### **B. Transfers of Funds Among Direct Cost Categories.**

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

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Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the respective year's WAP Grant Guidance and in the regulations still apply.

### **C. Transfer of Funds Between Direct and Indirect Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

### **Term 34. Carryover of Unobligated Balances**

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period.

Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

## **Subpart C. Miscellaneous Provisions**

### **Term 35. Reporting Subawards and Executive Compensation**

#### **A. Reporting of first-tier subawards**

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- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
  1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
  2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

## **B. Reporting Total Compensation of Recipient Executives**

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
  1. The total Federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  2. In the preceding fiscal year, the Recipient received;
    - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

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financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
    1. As part of the Recipient's registration profile at <https://www.sam.gov>.
    2. By the end of the month following the month in which this award is made, and annually thereafter.

### **C. Reporting of Total Compensation of Subrecipient Executives**

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
  1. In the subrecipient's preceding fiscal year, the subrecipient received:
    - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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- b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
    1. To the recipient.
    2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

### **D. Exemptions**

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

### **E. Definitions**

For purposes of this Award term:



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- i. Entity means all of the following, as defined in 2 CFR Part 25:
  - 1. A Governmental organization, which is a State, local government, or Indian tribe.
  - 2. A foreign public entity.
  - 3. A domestic or foreign nonprofit organization.
  - 4. A domestic or foreign for-profit organization.
  - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
  - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
  - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
  - 1. Receives a subaward from the Recipient under this award; and
  - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

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- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - 1. Salary and bonus.
  - 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - 4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - 5. Above-market earnings on deferred compensation which is not tax-qualified.
  - 6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **Term 36. System for Award Management and Universal Identifier Requirements**

### **A. Requirement for Registration in the System for Award Management (SAM)**

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Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

### **B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

### **C. Definitions**

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

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1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.
4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

### iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

### v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

## Term 37. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
- i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
  - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

### **Term 38. Subrecipient Change Notification**

Except for subrecipients specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor

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does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

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<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

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**Term 39. Minimum Privacy Protections Regarding Applicant Information**

- A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
  
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
  - i. whether a significant privacy interest would be invaded;
  - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
  - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
  
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
  
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

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**Term 40. Conference Spending**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

**Term 41. Recipient Integrity and Performance Matters****A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;



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2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
  - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
  - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

### **C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### **D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### **E. Definitions**

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability

## Attachment A

- (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
  - iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
    - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

### **Term 42. Export Control**

The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” To ensure compliance with Export Controls, it is the Recipient’s responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Certain information, technology or material under an award may be considered export-controlled items that cannot be released to any foreign entity (organization, company, or person) without a license. All recipients, including subrecipients, must take the appropriate steps to obtain any required licenses, monitor and control access to restricted information and material, and safeguard all controlled items to ensure compliance with Export Controls. Under no circumstances may any foreign entity (organizations, companies, or persons) receive access to an export-controlled item unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

The Recipient shall immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

## Attachment A

**Term 43. Financial Conflict of Interest**

The Recipient must have a written and enforced administrative process to identify and manage Financial Conflicts of Interest (FCOI) with respect to all projects for which DOE funding is sought or received. When requested, the Recipient must promptly make information available to the DOE Contracting Officer relating to any disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of an FCOI.

The Recipient is responsible for ensuring subrecipient compliance with this term and reporting identified financial conflicts of interests for the subrecipient to the DOE Contracting Officer. The Recipient must incorporate as part of a written agreement with a subrecipient terms that establish whether the Financial Conflict of Interest policy of the Recipient Institution or that of the subrecipient will apply to subrecipient.

**Term 44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

## Attachment A

Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

### **Term 45. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through

investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit

<https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Attachment A

## Term 46. Buy American Requirements for Infrastructure Projects

### A. Definitions

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment for, in the United States:

- Roads, highways, and bridges;
- Public transportation;
- Dams, ports, harbors, and other maritime facilities;
- Intercity passenger and freight railroads;
- Freight and intermodal facilities;
- Airports;
- Water systems, including drinking water and wastewater systems;
- Electrical transmission facilities and systems;
- Utilities;
- Broadband infrastructure;
- Buildings and real property; and
- Facilities that generate, transport, and distribute energy.

Further, the “infrastructure” in question must either be publicly owned or serve a public function; privately owned infrastructure that is not open to the public, such as a personal residence, is not considered “infrastructure” for purposes of this requirement. In cases where the “public” nature of the infrastructure is unclear, the recipient is required to consult with the DOE Grants Officer who will render a determination.

**Project** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Construction Materials** includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is, or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

## Attachment A

- Glass (including optic glass);
- Lumber; or
- Drywall.

**Domestic content procurement preference** means and refers to the same thing as “Buy America Preference.”

### *B. Buy America Preference*

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *C. Waivers*

## Attachment A

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference requirements. Requests to waive the application of the Buy America Preference must be in writing. Waiver requests are subject to public comment periods of no less than 15 days, as well as review by the Office of Management and Budget.

Waivers must be based on one of the following justifications:

1. Applying the Buy America Preference would be inconsistent with the public interest (Public Interest);
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (Nonavailability); or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (Unreasonable Cost).

Requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Nonavailability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- Total estimated project cost, with estimated Federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated Federal share and recipient cost share breakdowns;
- A brief description of the project, its location, and the specific infrastructure involved;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, country(ies) of origin, and relevant PSC and NAICS codes for each;
- A justification statement—based on one of the applicable justifications outlined above—as to why the items in question cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach) by the

## Attachment A

recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and

- Anticipated impact to the project if no waiver is issued.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. The Agency's final determination regarding approval or rejection of the waiver request may not be appealed.



## SCOPE OF WORK

### **PROJECT METHODS:**

The Subgrantee shall: (1) weatherize at least 13 units using North Carolina Low-Income Home Energy Assistance Program (LIHEAP) funds; and (2) repair or replace heating/ air conditioning systems in at least 14 units using North Carolina Heating and Air Repair and Replacement Program (HARRP) funds in accordance with this Grant Agreement, Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and regulations. All units must meet the prescribed eligibility requirements within the Subgrantee's designated service area as described by program requirements and regulations.

The Subgrantee shall perform the following activities based on federal and state program guidance (*including but not limited to the NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and the North Carolina Training & Technical Assistance Plan*):

1. Conduct advertising, intake activities, and receive applications for services from potentially eligible clients;
2. Conduct client and dwelling eligibility activities, including the inventory of client lists;
3. Perform and document initial inspection/audits and share energy education information with eligible clients;
4. The Subgrantee shall base the scope of work for all eligible units based on Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, and the North Carolina Health & Safety Plan.
5. Track allowable leveraged funds and measures through federal, state, utility, and local funding opportunities;
6. Collaborate in good faith with the provider of Focus Areas 1, 2, & 3 of the Bipartisan Infrastructure Law (BIL)/Infrastructure Investment and Jobs Act (IIJA) program to maximize programmatic impacts;
7. Complete health and safety improvements for eligible units;
8. Install identified energy reduction measures in eligible units based on Program Guidance and the NCDEQ SEO State Plan;
9. Conduct final inspections for eligible units;
10. Follow federal and state procurement requirements prior to awarding subcontractor agreements;
11. Maintain accurate and organized client files;
12. Complete program/financial reports, and submit timely program/financial reports;
  - a. The Subgrantee will submit one example blank/voided invoice for each proposed contractor or related partner prior to completing billable work under this contract.
13. Submit client evaluation surveys quarterly to NCDEQ; and
14. Provide training for staff and contractors.
15. Be stewards of federal funds in an effective, prudent, and efficient manner.

### **PROJECT EVALUATION:**

**Outcome measures** for the Subgrantee will be evaluated by the following:

1. Meeting monthly completed units contained in "*Subgrantee One Year Work Production Schedule*" section of Attachment E of this Grant Agreement.
2. Meeting the Average Cost Per Unit for LIHEAP, and HARRP based on Program Guidance and the State Plan.
3. Whether the subgrantee effectively manages client waitlists by in accordance with federal guidelines, NCDEQ program guidance, and the NCDEQ SEO State Plan.
4. Submitting accurate and timely reporting requirements set forth by Program Guidance, SOPs and the State Plan.
5. How well the grievance and conflict resolution process is followed based on Program Guidance (*i.e., good faith attempts to resolve conflicts at the staff level where they happen before elevating*).
6. How well the Subgrantee collaborates in good faith with the provider of Focus Areas 1, 2, and 3 of the BIL/IIJA program.
7. Whether quarterly spending goals are achieved based on the following schedule:

Quarterly Spending Goals			
(Percent of Total Budget by Program)			
September	25%	March	75%
December	50%	June	100%

**Service quality measures** will be evaluated by the following:

1. High scores on client satisfaction evaluation surveys; and
2. Low number of defects found during the onsite assessments conducted by or on-behalf of the state.
3. Whether required certifications were held by individuals that tested, evaluated, or completed work products in client homes.
4. The number of client or subcontractor complaints regarding the Subgrantee's quality of work, timeliness, or professionalism.

**Efficiency measures** will be evaluated by following the average cost per unit of weatherized homes. The Average Cost Per Unit, shall not exceed \$12,000 for LIHEAP units, and \$10,000 for HARRP units.

## **LINE-ITEM BUDGET WITH NARRATIVE**

Allocations and county units to individual subgrantees will be subject to a review of production and expenditures during each Program Year. The subgrantee shall request in writing to have county housing unit goals adjusted and explain the rationale of the request. Upon approval by the Program Manager or if no response from the Program Manager or their designee within 30 calendar days of the request, the changes shall become effective. If the Program Manager designates a designee, the Program Manager will notify the subgrantee in writing.

A Memorandum of Understanding (MOU) will be required to be implemented between Subgrantees with common service areas under the annual base program and Five Year BIL/IIJA program. At a minimum, the MOU will establish client referral and communication protocols between programs that: (1) reduce or eliminate waitlist backlogs in a timely manner; (2) streamline eligibility determination processes; (3) effectively prioritize clients based on the WAP's priority score; (4) target underserved communities ; and (5) provide methods of transparent communication to clients for intake processes. Overall, these procedures are intended to ensure efficiencies are maintained between programs for client intake, referral, and weatherization activities.

Attachment C

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SUBGRANTEE BUDGET INFORMATION

IDENTIFICATION		Initial Budget:	X
Subgrantee:	Cabarrus County Planning Services	Budget Change #	
Contract Period:	July 1, 2025 to June 30, 2026	Contract Amendment #	

BUDGET SUMMARY

Line Item	LIHEAP	HARRP	Total Contract Funding
Administration	10,484.75	7,639.08	18,123.83
Program Operations	160,539.64	141,068.20	301,607.84
Health & Safety	28,330.52		28,330.52
Readiness			0.00
Total Contract Funding	\$199,354.91	\$148,707.28	\$348,062.19
Total Housing Units	13	14	27

## **ATTACHMENT D**

### **Notice of Certain State Monitoring, Reporting, and Audit Requirements**

In addition to any federal requirements for monitoring, reporting, and audit that may apply as a condition of a Federal Award, recipients and subrecipients of the Department will be subject to state monitoring, reporting, and audit requirements established by statute and Title 09, Subchapter 03M of the North Carolina Administrative Code, 09 N.C. Admin. Code 03M.

#### **1.0 Reporting Thresholds**

1.1 09 N.C. Admin. Code 03M sets minimum reporting requirements for recipients and subrecipients of State financial assistance (which includes Federal financial assistance received by the State and transferred or disbursed to non-State entities as a grant). The reporting thresholds are:

1.1.1 Level I: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount less than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.

1.1.2 Level II: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount equal to or greater than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.

1.2 As a state agency, the Department is required by 09 N.C. Admin. Code 03M.0205 to enforce reporting requirements for recipients and subrecipients that, at minimum, meet the following standards on an annual basis:

1.2.1 All recipients and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.

1.2.2 All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

1.2.3 All recipients and subrecipients shall report on activities and accomplishments they undertake, including reporting on any performance measures established in their subaward agreement.

1.2.4 Level II recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

1.3 Annual state-required reports must be filed with the Department no later than three (3) months after the recipient or subrecipient's fiscal year end. In addition to the reports, Recipients and subrecipients that are required to submit a yellow book audit to the Department (Level II Recipients and Subrecipients) must do so no later than nine (9) months after the end of their fiscal year.

1.4 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

1.4.1 Level II Subrecipients required to submit a yellow book audit under 09 N.C. Admin. Code 03M.0205 may satisfy that requirement by submitting a copy of the Single Audit report required by 2 CFR Part 200 for the same funds..

#### **2.0 Monitoring Requirements**

Recipients and subrecipients will be required to comply with monitoring and oversight conducted by the Department in accordance with 09 NCAC 03M .0401. The Department will monitor recipient and subrecipient activities under the award as necessary to ensure that funds are used for

authorized purposes, that performance goals are achieved, and that recipient and subrecipient activities are in compliance with the award terms and conditions. The Department will determine the monitoring required for Subrecipient based on the Department's initial and ongoing assessments of Subrecipient's fraud risk and risk of noncompliance with the subaward. Depending on the results of its risk assessment, the Department may implement additional monitoring and oversight of Subrecipient's program-related activities.



# **Cabarrus County Administrative Policy**

## **Conflict of Interest Policy**

Effective/Revised Date: January 1, 2022

## Conflict of Interest

Administrative: 2/20/12

Revised:

### 1. Purpose

The purpose of this policy is to establish conflicts of interest requirements that meet or exceed the requirements under federal and state law when procuring goods (apparatus, supplies, materials, and equipment), services, and when undertaking construction or repair projects, including those procurements or projects paid for in whole or part by federal funds as required under 2 CFR 200.318(c)(1) or state funds, as required under G.S. 143C-6-23.

### 2. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects, regardless of whether funded in whole or in part with federal or state financial assistance (direct or reimbursed). This policy also applies to any subrecipient of funds.

The employee responsible for managing any financial assistance award, including federal awards, shall review the notice of award to identify any additional conflict of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of Cabarrus County may participate directly or indirectly in the selection, award, or administration of a contract or grant if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the officer, employee or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the award agency or pass-through entity in accordance with applicable awarding agency policy.

**B. Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of Cabarrus County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, subcontractors, or grantees. Items of nominal value valued at less than \$50.00 which fall into one of the following categories may be accepted:



## **Conflict of Interest**

Administrative: 2/20/12

Revised:

1. promotional items;
2. honoraria for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

### **3. Violation**

Employees violating this policy will be subject to discipline, including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards. Grant subrecipients this policy will result in termination of the subaward and may not be eligible for future grant awards.

Attachment F



## Certification of No Overdue Tax Debt

Date of Certification: 06/18/2025  
(mm/dd/yyyy)

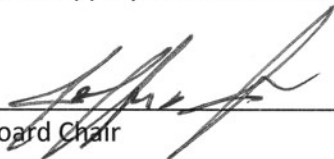
To: State Agency Head and Chief Fiscal Officer:


### Certification:

We certify that the County of Cabarrus does not have any overdue tax debts, as defined by N.C. Gen. Stat. § 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. § 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C. Gen. Stat. § 143C-10-1(b).

### Sworn Statement:

Jeff Jones (Board Chair) and Jim Howden (Finance Director) being duly sworn, say that we are the Board Chair and Finance Director of the County of Cabarrus in the State of North Carolina; and that the foregoing certification is true, accurate, and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

  
Board Chair

  
Finance Director

Sworn to and subscribed before me on the day of the date of said certification.

  
(Notary Signature and Seal)

My Commission Expires: 06/08/2026  
(mm/dd/yyyy)



65 Church Street SE, Concord, NC 28025 • PO Box 707, Concord, NC 28026  
Phone 704-920-2000 • Fax 704-920-2820  
[cabarruscounty.us](http://cabarruscounty.us)

Attachment G

**JOSH STEIN**

*Governor*

**D. REID WILSON**

*Secretary*

**JULIE WOOSLEY**

*Director*



**NORTH CAROLINA**  
*Environmental Quality*

June 27, 2025

Susie Morris  
Cabarrus County  
PO Box 707  
Concord, NC 28026

Re: Notice of Selection for Fiscal Year 2025-2026 Annual Weatherization Assistance Program

Congratulations! On behalf of the North Carolina Department of Environmental Quality State Energy Office, your organization has been selected as a provider for the Fiscal Year 2025-2026 Weatherization Assistance Program for the following programs and amounts.

LIHEAP	HARRP
\$199,355	\$148,707

Thank you for your willingness to participate in the Weatherization Assistance Program. Together we will implement a robust program to serve North Carolina.

Sincerely,

Julie Woosley  
Director, State Energy Office  
NC Department of Environmental Quality



North Carolina Department of Environmental Quality | State Energy Office  
217 West Jones Street | 4345 Mail Service Center | Raleigh, North Carolina 27699-4345  
919.707.8778

## ATTACHMENT H FEDERAL CERTIFICATIONS


**The undersigned states that:**

1. He or she is the duly authorized representative of the Subrecipient named below
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Subrecipient, as set out herein:
  - a. The Certification Regarding Nondiscrimination
  - b. The Certification Regarding Drug-Free Workplace Requirements
  - c. The Certification Regarding Lobbying
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed
4. [Check the applicable statement]
 

☒ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action

**OR**

☐ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Subrecipient **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action
5. The Subrecipient shall require its subrecipients and contractors, if any, to make the same certifications and disclosure

<b>Signature</b>		<u>Cabarrus County Chair</u> <b>Title</b>
<b>Subrecipient Organization Name</b>	<u>Cabarrus County Government</u>	<u>5/16/25</u> <b>Date</b>

**I. Certification Regarding Nondiscrimination in Federally Assisted Programs**

Subrecipient hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which Subrecipient receives Federal assistance from the Department of Energy.

**II. Certification Regarding Drug-Free Workplace Requirements**

1. **The Subrecipient certifies** that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Subrecipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notifying NCDEQ within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):
- Street Address No. 1: 65 Church St.
- City, State, Zip Code: \_\_\_\_\_
- Street Address No. 2: \_\_\_\_\_
- City, State, Zip Code: \_\_\_\_\_
3. Subrecipient will inform NCDEQ of any additional sites for performance of work under this agreement.
- .....

### **III. Certification Regarding Lobbying**

**The Subrecipient certifies**, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.



## Budget Revision/Amendment Request

Date: 8/18/2025

Amount: 39,354.91

Dept. Head: Susie Morris

Department: Community Development

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: The state has released the funds for the LIHP Weatherization program FY26. The program budget needs to be amended to reflect the appropriate amount per the allotted funds in the contract.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3250-622701	LIHEAP Program	160,000.00	39,354.91		199,354.91
001	9	3250-9493-LIHP	LIHP	129,400.00	41,624.39		171,024.39
001	9	3250-931501	LIHP Health & Safety Materials	22,400.00	5,930.52	-	28,330.52
					-	-	0.00
							0.00
					-	-	0.00
				-			0.00

Total 199,354.91

### Budget Officer

☐ Approved

☐ Denied

Signature

### County Manager

☐ Approved

☐ Denied

Signature

### Board of Commissioners

☐ Approved

☐ Denied

Signature



Budget Revision/Amendment Request

Date: 8/18/2025

Amount: 8,293.72

Dept. Head: Susie Morris

Department: Community Development

☐ Internal Transfer Within Department      ☐ Transfer Between Departments/Funds      ☒ Supplemental Request

Purpose: The state has released the funds for the HARRP program FY26. The program budget needs to be amended to reflect the appropriate amount per the allotted funds in the contract.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3250-6258	HARP Program	157,000.00		8,293.72	148,706.28
001	9	3250-9493-HARP	HARP Operations	157,000.00		8,293.72	148,706.28
					-	-	0.00
							0.00
					-	-	0.00
				-			0.00

Total 148,706.28

Budget Officer

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_

County Manager

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_

Board of Commissioners

☐ Approved  
☐ Denied

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Planning and Development Department - Request for Board Approval to Accept NCDEQ Grant Funding - Disaster Recovery Act of 2024 (Part II)

### **BRIEF SUMMARY:**

The Cabarrus County Community Development Division has been notified of an opportunity to receive \$102,346.67 in grant funding from the North Carolina Department of Environmental Quality (NCDEQ). These funds are part of the Disaster Recovery Act of 2024 – Part II, and Cabarrus County has been identified as an eligible recipient.

This funding opportunity was not included in the original Weatherization Grant application presentation for Fiscal Year 2025–2026. Board of Commissioners approval is required for Staff to formally accept the funds and move forward with program participation.

If approved, the funds will be used to support additional repairs as part of the NC Weatherization Assistance Program (NCWAP) and complement existing County programs that improve housing conditions for residents.

The program is expected to operate for approximately one year. If the County is unable to utilize the full allocation, the remaining funds must be returned to the State for redistribution to other eligible agencies with active programs.

Staff respectfully requests the Board's permission to accept these funds and proceed with program implementation.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to accept the Western North Carolina (WNC) grant funding from the North Carolina Department of Environmental Quality as part of the Disaster Recovery Act of 2024 – Part II, authorize the County Manager, or his designee, to enter into an agreement with the State upon review by the County Attorney, approve any necessary budget amendments and authorize staff to proceed with implementation of the associated program activities.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Susie Morris, Planning & Development Director

Robert Anderson, Community Development Manager

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Award Letter & Agreement

Attachment A

**JOSH STEIN**  
*Governor*

**D. REID WILSON**  
*Secretary*

**JULIE WOOSLEY**  
*Director*



**NORTH CAROLINA**  
*Environmental Quality*

June 27, 2025

Ms. Susie Morris, Director  
Planning and Development  
County of Cabarrus  
65 Church Street SE STE 280  
Concord, NC 28025

RE: NC Helene Recovery Weatherization Fund Readiness Grant Agreement

Dear Susie Morris:

On April 28, 2025, County of Cabarrus was awarded a grant from the North Carolina Department of Environmental Quality (NCDEQ) under the NC Helene Recovery Weatherization Fund for **\$102,346.67**. Today's award letter is attached to the final grant award documentation for your review and signature.

Included in this documentation is County of Cabarrus's NC Helene Recovery Weatherization Fund Readiness Grant Agreement, your Scope of Work (SOW) and approved budget. County of Cabarrus is expected to follow the guidelines established by this attached Agreement, SOW, and all Weatherization readiness guidance issued from NCDEQ. To be reimbursed for any work outside this scope and guidance requires written pre-approval by NCDEQ. Once these Agreement documents are signed by both parties, you will receive an executed copy and are able to start work on this important effort.

Again, congratulations on your selection for this award! If you have any questions, please direct them to me ([julie.woosley@deq.nc.gov](mailto:julie.woosley@deq.nc.gov)) or Tracy Dixon ([tracy.dixon@deq.nc.gov](mailto:tracy.dixon@deq.nc.gov)).

Best Regards,

A handwritten signature in blue ink, appearing to read "Julie Woosley", is written over a light blue horizontal line.

Julie Woosley, Director

State Energy Office, NCDEQ



North Carolina Department of Environmental Quality | State Energy Office  
217 West Jones Street | 4345 Mail Service Center | Raleigh, North Carolina 27699-4345  
919.707.8778

**STATE OF NORTH CAROLINA**  
**North Carolina Department of Environmental Quality**  
**Grant Agreement**

**RECIPIENT'S FEDERAL IDENTIFICATION NUMBER: \*\*-\*-0281**

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CABARRUS COUNTY** (the "Recipient"<sup>1</sup>).

- 1. Audit and Other Reporting Requirements of the Local Government Commission:** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Recipient understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
- 2. Agreement Documents:** The agreement between the parties consists of this document (the "Grant Agreement") and its attachments, which are identified by name as follows:
  - 2.1 Recipient's Award Letter (Attachment A)
  - 2.2 Recipient's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment B).
  - 2.3 Notice of Certain State Monitoring, Reporting, and Audit Requirements (Attachment C).
  - 2.4 Recipient's Conflict of Interest Policy (Attachment D).
  - 2.5 Recipient's Certification of No Overdue Tax Debts (Attachment E).

Together, these documents (the "Agreement Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Grant Agreement or to any other Agreement Document may only be made through written amendments. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.

- 3. Precedence Among Agreement Documents:** In the event of a conflict or inconsistency between or among the Agreement Documents, the document with the highest relative precedence shall prevail. This Grant Agreement shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in Section 2.0 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 4. Agreement Period:** This Agreement shall be effective from the date upon which all parties have signed to December 31, 2026, inclusive of those dates. Nothing in this section shall relieve Recipient of its post-closeout continuing obligations, including but not limited to records retention and audit requirements.
- 5. Recipient's Duties:** As a condition of the grant award, the Recipient agrees to:

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<sup>1</sup> The grant agreement documents attached hereto may at times use alternative terms to describe the Recipient. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "grantee," "applicant," or "participant."

**GRANT AGREEMENT NO. 100909-000**  
**NC Helene Recovery Weatherization Fund (HRWF) for FY 2026-2027**

- 5.1. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment B), adhering to all budgetary provisions set out therein throughout the course of performance.
  - 5.2. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Agreement Documents. Recipient must also review and ensure that grant-related expenditures are in accordance with the cost principles of 2 CFR Part 200, per 09 NCAC 03M .0201("Allowable Uses of Grants").
  - 5.3. Comply with the requirements of N.C.G.S. § 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M.0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
  - 5.4. Comply with the applicable provisions of Attachment C, Notice of Certain State Monitoring, Reporting, and Audit Requirements.
  - 5.5. Comply and cooperate with direction and guidance provided by the Department in the course of carrying out its responsibilities as a dispersing agency of State funds (per 09 N.C. Admin. Code 03M).
  - 5.6. Maintain all records related to this Agreement (i) for a period of five (5) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
  - 5.7. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
  - 5.8. Obtain written approval from the Department's Agreement Administrator (see § 13 below) prior to making any subaward or subgrant not already described in the Award Proposal.
  - 5.9. Ensure that the terms, conditions, restrictions and requirements of this Grant Agreement, including those incorporated by reference to other Agreement Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Recipient hereunder.
  - 5.10. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Grant Agreement, including those incorporated by reference to other Agreement Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Recipient to comply with such terms, conditions, restrictions and requirements.
  - 5.11. Closeout - Recipient must comply with the Department's closeout procedures. Recipient must, no later than forty-five (45) calendar days after the end of the period of performance, submit to the Department all final financial, performance, and other reports as required by this Agreement. Recipient must also liquidate all financial obligations incurred under this subaward no later than forty-five (45) calendar days after the end of the period of performance. Completion of closeout shall not release Recipient from their obligations under this Agreement.
  - 5.12. Notice of Certain Session Law 2024-53 Requirements
    - 5.12.1. Pursuant to Section 3.1(b) of the session law, Recipient is required to use best efforts and take all reasonable steps to obtain alternative funds to cover the losses or needs for which grant award funds are provided, including any available federal disaster aid.
    - 5.12.2. Pursuant to Section 3.1.(c) of the session law, if Recipient receives alternative funds as described in this section, Recipient shall remit those funds to the Department up to the amount received through the grant award.
- 6. Department's Duties:** Pursuant to 09 NC. Admin. Code 03M. 0401(6), as an agency that receives and disburses State funds as a grant, the Department is responsible for ensuring that grant funds are spent consistent with the purposes for which it was awarded. In carrying out the foregoing

**GRANT AGREEMENT NO. 100909-000**  
**NC Helene Recovery Weatherization Fund (HRWF) for FY 2026-2027**

responsibilities the Department may, at its discretion and as it deems necessary, provide technical assistance, issue guidance, and require amendments to ensure that the grant award adheres to the requirements of the award program. The Department shall pay the Recipient in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

**7. Total Award Amount:** The amount of awarded funds paid by the Department to the Recipient under this Agreement shall not exceed **\$102,346.67** (the “Amount of Award”). This amount consists of:

*Funding:*

Type of Funds	Funding Source	CFDA No.
Appropriations	NC General Assembly	N/A

*Accounting Code Information:*

Dollars	Company
<b>\$102,346.67</b>	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Agency Management Unit (AMU) (7 Digits)
205609	56D00001, 56D00002,56D00003	16HL034

Funding Source	Project (9 or 10 Digits)
0000	16H5324034

*Recipient Matching Information:*

☒ 7.1 There are no matching requirements from the Recipient.

☐ 7.2. There are no matching requirements from the Recipient; however, the Recipient has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

☐ 7.3 The Recipient’s matching requirement is **\$0.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

**GRANT AGREEMENT NO. 100909-000**  
**NC Helene Recovery Weatherization Fund (HRWF) for FY 2026-2027**

- ☐ 7.4 The Recipient is committing to an additional **\$0.00** to complete the project or services described in the Award Proposal.

Based on the figures above, the **Total Agreement Amount** is **\$102,346.67**.

- 8. Payment Provisions:** The award funds shall be disbursed to the Recipient in accordance with the following provisions:
- 8.1 General Payment Terms: Payment will be issued to Recipient via advance payment or reimbursement, in accordance with the requirements of this Section.
    - 8.1.1 The Department will only issue payment to Recipient for project costs that are found to be 1) allowable, allocable, and reasonable in accordance with the cost principles of 2 CFR Part 200, per 09 NCAC 03M .0201, and 2) in compliance with Department guidance.
    - 8.1.2 Requests for payment shall be submitted in the manner prescribed by the Department. All such requests must be supported with documentation showing that expenditures are consistent with approved activities (as contained in the Scope of Work), the approved budget, and the provisions of this Agreement.
    - 8.1.3 The Department may withhold payment when performance goals and expectations have not been met or when the manner of performance is inconsistent with the terms of this Agreement.
    - 8.1.4 Any erroneously drawn funds must be returned to the Department in a timely fashion.
  - 8.2 Advance Payments: Advanced drawdowns will only be permitted as needed and only with the prior written approval of the Department.
    - 8.2.1 Advance payment requests must be limited to the minimum amount needed by Recipient and be timed in accordance with their actual, immediate cash requirements in carrying out the award program. The timing and amount of advance payment requests must be as close as is administratively feasible to Recipient's disbursement of the funds for program costs.
  - 8.3 Reimbursement Requests:
    - 8.3.1 Recipient shall submit reimbursement requests to the Department's Agreement Administrator monthly. Reimbursement requests and supporting documentation must be submitted by no later than forty-five (45) calendar days following the last day of the period of reimbursement. Reimbursement requests received after this period may not be paid.
    - 8.3.2 Recipient's final reimbursement request must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective.
- 9. Recipient's Fiscal Year:** The Recipient represents that its fiscal year is from July 1<sup>st</sup> to June 30<sup>th</sup>.
- 10. Availability of Funds:** The Recipient understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 11. Reversion of Unexpended Funds:** Recipient understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 12. Supplantation of Expenditure of Public Funds:** Recipient understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Recipient would otherwise expend to carry out the project or services described in the Award Proposal.



**GRANT AGREEMENT NO. 100909-000**  
**NC Helene Recovery Weatherization Fund (HRWF) for FY 2026-2027**

- 13. Agreement Administrators:** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Agreement Administrator. The contact information for each party's Agreement Administrator is set out below. Either party may change its Agreement Administrator and/or the associated contact information by giving timely written notice to the other party.

<b>Recipient Agreement Administrator</b>	<b>Department's Agreement Administrator</b>
Name/Title: Susie Morris, Planning and Development Director Company: Cabarrus County Address: Post Box 707 City/State/Zip: Concord, NC 28026 Telephone: 704-920-2858 Email Address: samorris@cabarruscounty.us	Name/Title: Julie Woosley, Director SEO  Company: State Energy Office Address: 217 West Jones Street City/State/Zip: Raleigh, NC 27699 Telephone: 919-707-8374 Email: julie.woosley@deq.nc.gov

- 14. Assignment:** The Recipient may not assign its obligations or its rights to receive payment hereunder.
- 15. Subawards:** The Recipient understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Recipient of any duties or responsibilities herein set forth.
- 16. Title VI and Other Nondiscrimination Requirements:** Throughout the course of its performance hereunder, the Recipient shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- 16.1. Title VI of the Civil Rights Act of 1964, as amended;
  - 16.2. Civil Rights Restoration Act of 1987, as amended;
  - 16.3. Section 504 of the Rehabilitation Act of 1973, as amended;
  - 16.4. Age Discrimination Act of 1975, as amended;
  - 16.5. Titles II and III of the Americans with Disabilities Act of 1990, as amended;
  - 16.6. Title IX of the Education Amendments of 1972, as amended;
  - 16.7. Part III of Executive Order No. 11246 (September 24, 1965), as amended; and
  - 16.8. Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Recipient agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Recipient receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Recipient understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Recipient agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 17. Noncompliance and Termination.** In addition to the noncompliance and termination provisions contained in 09 NCAC 03M .0801, this award is subject to the following:
- 17.1. Termination by Mutual Consent-- This Agreement may be terminated by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.
  - 17.2. Termination for Cause – The Department may terminate this Agreement for cause by giving written notice to Recipient of such termination and specifying the reason thereof and the

**GRANT AGREEMENT NO. 100909-000**  
**NC Helene Recovery Weatherization Fund (HRWF) for FY 2026-2027**

effective date thereof. Cause may include misuse of funds, fraud, failure to comply with applicable laws and regulations, failure to timely perform Agreement obligations, or failure to comply with any other requirements of this Agreement after having received technical assistance from the Department.

- 17.3. **Post-Termination Obligations & Procedures** – If this Agreement is terminated, Recipient may not incur new obligations for the terminated portion of the Agreement after Recipient has received the notification of termination. Recipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Nothing in this section shall relieve Recipient of their obligations regarding retention, reporting, closeout, or any other applicable compliance requirements.
- 17.4. **Waiver of Default** – Waiver by the Department of any default or breach in compliance with the terms of this Agreement by the subrecipient and is not a waiver of any subsequent default or breach.
18. **Use of Department Logo.** Recipient shall not use the Department's logo on any websites, marketing, or outreach materials related to this award without first obtaining written approval from the Department.
19. **Survival:** Any provision contained in this or any other Agreement Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
20. **Severability.** If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.
21. **Sovereign Immunity.** The Department does not waive its sovereign immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based on this Agreement.
22. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
23. **Indemnification.** To the extent permitted by law, Recipient agrees to indemnify and hold harmless the Department, the State of North Carolina, and any of their officers, agents, and employees from any claims of third parties arising out of any act or omission of Recipient in connection with the performance of this Agreement. The Department shall not provide such indemnification to the Recipient.
24. **Force Majeure.** Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
25. **Confidentiality.** Recipient must implement written procedures that ensure reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information that the federal awarding agency (if applicable) and the Department consider sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
26. **Property Standards.** Recipient agrees that it is responsible for the proper custody and care of any State-owned property furnished for use in connection with the performance of this contract and will reimburse the State for its loss or damage. Ownership of equipment purchased under this award rests with the Recipient.

**GRANT AGREEMENT NO. 100909-000**  
**NC Helene Recovery Weatherization Fund (HRWF) for FY 2026-2027**

- 27. Sales/Use Tax Refunds.** If eligible, the Recipient and all its subrecipients shall: (1) Ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to NCGS 105-164.14; and (2) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
- 28. Definitions.** Unless indicated otherwise, the terms used in this Agreement shall have the meanings contained in 09 N.C. Admin. Code 03M.
- 29. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Grant Agreement and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, the Recipient and the Department execute this Agreement by their duly authorized representatives on the day and year below.

**CABARRUS COUNTY**

**NORTH CAROLINA DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
Recipient's Signature  
Susie Morris

\_\_\_\_\_  
Department Signature or Authorized Assignee

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
State Energy Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Attachment B

## Scope of Work

**PROJECT METHODS:**

This program will utilize state funding allocated to the North Carolina Department of Environmental Quality (“DEQ”) under the Disaster Recovery Act of 2024 – Part II (S.L. 2024-53) to supplement existing federal weatherization funding by performing necessary repairs to homes to prepare them for weatherization and subsequent weatherization activities as practical and prudent in the Combined Most Impacted and Distressed (“MID”) Areas as outlined in the State of North Carolina Action Plan for funding received under the U.S. Housing and Urban Development’s Community Development Block Grant – Disaster Recovery Program. MID Areas include the counties of Ashe, Alexander, Alleghany, Avery, Buncombe, Burke, Cabarrus, Caldwell, Catawba, Clay, Cleveland, Gaston, Haywood, Henderson, Jackson, Lincoln, Macon, Madison, McDowell, Mitchell, Polk, Rutherford, Surry, Swain, Transylvania, Watuaga, Wilkes, Yadkin, Yancey, the 28214 zip code in Mecklenburg County, plus areas falling under the jurisdiction of the Eastern Band of Cherokee Indians

The Recipient shall: repair, weatherize, and/or repair or replace heating and air conditioning in at least **7** units in accordance with this Award Proposal, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and applicable regulations. All units must meet the prescribed eligibility requirements within the Recipient’s designated service area as described by program requirements and regulations contained herein.

The Recipient shall perform the following activities based on the program guidance contained herein *(including but not limited to the NCDEQ SEO State Plan, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and the North Carolina Training & Technical Assistance Plan)*:

1. Conduct advertising, intake activities, and receive applications for services from potentially eligible clients;
2. Conduct client and dwelling eligibility activities, including the inventory of client lists;
3. Perform and document initial inspection/audits and share energy education information with eligible clients;
4. The Recipient shall conduct work completed under this program for all eligible units on Program Guidance contained herein, applicable elements of NCDEQ SEO State Plan as referenced in this Scope of Work, North Carolina Standard Work Specifications, and the North Carolina Health & Safety Plan.
5. Collaborate with the Western Piedmont Council of Governments and other program partners deploying additional Hurricane Helene Weatherization Readiness Support funding.
6. Track and leverage additional funding available in the Recipient’s service area to the fullest extent possible and practicable to expand the impact of this funding. This includes existing WAP, LIHEAP, and HARRP funding and other federal, state, and local funding opportunities, such as additional Hurricane Helene disaster relief funding, and utility incentives. Examples include, but are not limited to, FEMA Individual and Household Assistance programs; Community Development Block Grant – Disaster Relief (“CDBG-DR”) funding (both local and state programs as applicable); energy efficient appliance rebate programs such as the EnergySaverNC program (currently launched in Cleveland and Halifax Counties with plans to be launched statewide by the end of 2025); federal tax credits for qualifying projects; and various utility-provided incentives.
7. Collaborate in good faith with the Western Piedmont Council of Governments and their program partners to maximize the impact of funding across both programs by sharing information on residents in need of assistance (only with their prior consent), collaborating on individual projects as necessary in exceptional circumstances, sharing informational materials through public engagement activities, and additional activities as necessary for efficient and effective program deployment.
  - a. The Recipient is **not** expected to work directly with Western Piedmont Council of Governments or their program subawardees on individual projects – though they are able to in the exceptional circumstance where combined effort is beneficial to program outcomes – but is expected to collaborate in good faith to ensure effective and efficient usage of program funding and to raise awareness for qualifying residents.

8. Complete health and safety and additional eligible improvements necessary to weatherize eligible units as outlined under this program;
9. Install identified energy reduction measures in eligible units based on the eligible activities contained herein;
10. Prioritize homes currently on weatherization deferral lists due to home repairs either not typically covered under existing programs or due to limited funding.
11. Conduct final inspections for eligible units.
12. Follow state procurement requirements prior to awarding subcontractor agreements;
13. Maintain accurate and organized client files;
14. Complete program/financial reports, and submit timely program/financial reports;
  - a. The Recipient will submit one example blank/voided invoice for each proposed contractor or related partner prior to completing billable work under this contract.
15. Submit client evaluation surveys quarterly to NCDEQ; and
16. Provide training for staff and contractors.
17. Be stewards of funds in an effective, prudent, and efficient manner.

### EXAMPLES OF ACTIVITIES

Examples of activities under this program consist of all eligible activities outlined in the NCDEQ SEO State Plan, and the Standard Operating Administrative Procedures documents under the pre-existing WAP, LIHEAP, and HAARP programs **as well as** the following activities as needed to complete home weatherization within the allowed program spending limits documented below.

- Roof, wall, ceiling, floor, plumbing, and/or electrical repairs necessary for weatherization activities to be completed effectively, including roof replacements;
- remediating moisture intrusion,
- servicing or installing new energy-efficient HVAC systems and programmable thermostats;
- servicing or installing energy-efficient water heaters;
- implementing LED lighting;
- increasing indoor air quality by installing exhaust fans;
- and/or installing smoke/carbon monoxide detectors

Additional activities not included in this list, but found to be necessary for home weatherization can be appealed to NCDEQ and considered under exceptional circumstances as determined by NCDEQ.

### Budget:

Provider	Counties	Proposed Helene Total Funding	Administrative Costs	Training and Technical Assistance	Program Operations
Cabarrus County Planning and Development	Cabarrus	<b>\$102,346.67</b>	\$7,676.00	\$5,117.33	\$89,553.34

## **ATTACHMENT C**

### **Notice of Certain State Monitoring, Reporting, and Audit Requirements**

In addition to any federal requirements for monitoring, reporting, and audit that may apply as a condition of a Federal Award, recipients and subrecipients of the Department will be subject to state monitoring, reporting, and audit requirements established by statute and Title 09, Subchapter 03M of the North Carolina Administrative Code, 09 N.C. Admin. Code 03M.

#### **1.0 Reporting Thresholds**

1.1 09 N.C. Admin. Code 03M sets minimum reporting requirements for recipients and subrecipients of State financial assistance (which includes Federal financial assistance received by the State and transferred or disbursed to non-State entities as a grant). The reporting thresholds are:

- 1.1.1 Level I: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount less than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.
- 1.1.2 Level II: A recipient or subrecipient that receives, holds, uses, or expends grants in an amount equal to or greater than the dollar amount requiring audit as listed in the Code of Federal Regulations 2 CFR § 200.501(a) within its fiscal year.

1.2 As a state agency, the Department is required by 09 N.C. Admin. Code 03M.0205 to enforce reporting requirements for recipients and subrecipients that, at minimum, meet the following standards on an annual basis:

- 1.2.1 All recipients and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- 1.2.2 All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- 1.2.3 All recipients and subrecipients shall report on activities and accomplishments they undertake, including reporting on any performance measures established in their subaward agreement.
- 1.2.4 Level II recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

1.3 Annual state-required reports must be filed with the Department no later than three (3) months after the recipient or subrecipient's fiscal year end. In addition to the reports, Recipients and subrecipients that are required to submit a yellow book audit to the Department (Level II Recipients and Subrecipients) must do so no later than nine (9) months after the end of their fiscal year.

1.4 Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

- 1.4.1 Level II Subrecipients required to submit a yellow book audit under 09 N.C. Admin. Code 03M.0205 may satisfy that requirement by submitting a copy of the Single Audit report required by 2 CFR Part 200 for the same funds..

#### **2.0 Monitoring Requirements**

Recipients and subrecipients will be required to comply with monitoring and oversight conducted by the Department in accordance with 09 NCAC 03M .0401. The Department will monitor recipient and subrecipient activities under the award as necessary to ensure that funds are used for

authorized purposes, that performance goals are achieved, and that recipient and subrecipient activities are in compliance with the award terms and conditions. The Department will determine the monitoring required for Subrecipient based on the Department's initial and ongoing assessments of Subrecipient's fraud risk and risk of noncompliance with the subaward. Depending on the results of its risk assessment, the Department may implement additional monitoring and oversight of Subrecipient's program-related activities.

**Conflict of Interest**

Attachment D

Administrative: 2/20/12

Revised:



# **Cabarrus County Administrative Policy**

## **Conflict of Interest Policy**

Effective/Revised Date: January 1, 2022



## Conflict of Interest

Administrative: 2/20/12

Revised:

### 1. Purpose

The purpose of this policy is to establish conflicts of interest requirements that meet or exceed the requirements under federal and state law when procuring goods (apparatus, supplies, materials, and equipment), services, and when undertaking construction or repair projects, including those procurements or projects paid for in whole or part by federal funds as required under 2 CFR 200.318(c)(1) or state funds, as required under G.S. 143C-6-23.

### 2. Policy

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects, regardless of whether funded in whole or in part with federal or state financial assistance (direct or reimbursed). This policy also applies to any subrecipient of funds.

The employee responsible for managing any financial assistance award, including federal awards, shall review the notice of award to identify any additional conflict of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of Cabarrus County may participate directly or indirectly in the selection, award, or administration of a contract or grant if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the officer, employee or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the award agency or pass-through entity in accordance with applicable awarding agency policy.

**B. Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of Cabarrus County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, subcontractors, or grantees. Items of nominal value valued at less than \$50.00 which fall into one of the following categories may be accepted:

## **Conflict of Interest**

Administrative: 2/20/12

Revised:

1. promotional items;
2. honoraria for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

### **3. Violation**

Employees violating this policy will be subject to discipline, including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards. Grant subrecipients this policy will result in termination of the subaward and may not be eligible for future grant awards.

Attachment E



## Certification of No Overdue Tax Debt

Date of Certification: 06/18/2025  
(mm/dd/yyyy)

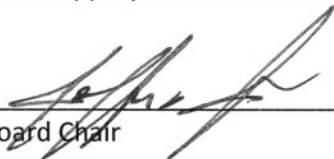
To: State Agency Head and Chief Fiscal Officer:


### Certification:

We certify that the County of Cabarrus does not have any overdue tax debts, as defined by N.C. Gen. Stat. § 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C. Gen. Stat. § 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C. Gen. Stat. § 143C-10-1(b).

### Sworn Statement:

Jeff Jones (Board Chair) and Jim Howden (Finance Director) being duly sworn, say that we are the Board Chair and Finance Director of the County of Cabarrus in the State of North Carolina; and that the foregoing certification is true, accurate, and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

  
Board Chair

  
Finance Director

Sworn to and subscribed before me on the day of the date of said certification.

  
(Notary Signature and Seal)

My Commission Expires: 06/08/2026  
(mm/dd/yyyy)



65 Church Street SE, Concord, NC 28025 • PO Box 707, Concord, NC 28026  
Phone 704-920-2000 • Fax 704-920-2820  
cabarruscounty.us

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Sheriff's Office - Acceptance of 911 Funds For 911 Expenditures And Associated Budget Amendment

### **BRIEF SUMMARY:**

Cabarrus County was awarded an additional \$828,210.15 in funding towards eligible 911 fund purchases for the 911 center. This funding comes available after utilizing the remaining funds in the 911 fund balance. We need to allocate \$188,000 from fund balance so they can be used to purchase items along with the \$828,210.15 reimbursement from the 911 Board.

### **REQUESTED ACTION:**

Recommended Motions:

Motion to suspend the Rules of Procedure.

Motion to approve the budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Chief Deputy Tessa Burchett

### **BUDGET AMENDMENT REQUIRED:**

Yes

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Budget Amendment
- ▣ Approval of Funding Letter

### Budget Revision/Amendment Request

Date: 8/18/2025

Amount: 1,122,210.00

Dept. Head: Travis McGhee (prepared by Daniel Reece)

Department: Sheriff

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment is presented to appropriate fund balance for purchase of furniture for the 911 center. There is also a request to appropriate funds for a radio upgrade. The NC 911 Board will reimburse the County for funds spent on eligible capital expenditures.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
401	6	2740-6901	Fund Balance Appropriated	-	294,000.00	-	294,000.00
401	6	2740-6450	911 Fund Reconsideration	-	828,210.00	-	828,210.00
401	9	2740-9860	Equipment & Furniture	-	1,122,210.00		1,122,210.00
						-	-
						-	-

#### Budget Officer

☐ Approved  
☐ Denied

#### County Manager

☐ Approved  
☐ Denied

#### Board of Commissioners

☐ Approved  
☐ Denied

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

TEENA W. PICCIONE  
SECRETARY & STATE CHIEF  
INFORMATION OFFICER  
NC 911 BOARD CHAIRMAN

MELANIE A. JONES  
NC 911 BOARD VICE CHAIR

L. V. POKEY HARRIS  
NC 911 BOARD EXECUTIVE DIRECTOR

## MEMORANDUM

TO: Travis McGhee  
PSAP Manager

FROM: L.V. Pokey Harris  
Executive Director

DATE: June 5, 2025

RE: Cabarrus PSAP Approved FY2026 Funding Reconsideration

The North Carolina 911 Board approved the FY2026 funding reconsideration for Cabarrus County in the amount of \$828,210.15 on Friday, April 25, 2025. The funding reconsideration final packet is included with this letter and the PSAP will only be reimbursed for the Board-approved eligible items.

Reconsiderations are requested based on estimated amounts for ETSF ending fund balance and ETSF budget. PSAP agrees to accept any reconsideration award with the understanding a reconciliation of the actual amounts for the ETSF fund balance, use of fund balance for expenditures proposed in the reconsideration request, and the actual reconsideration request expended during the fiscal year will be conducted. Should the reconciliation determine that the ETSF funds were available for the requested reconsideration expenditure(s), the full or partial amount of the reconsideration will not be awarded or will result in the PSAP repaying such funds.

As set forth in the Board's Funding Reconsideration policy, capital expenditures and annual recurring expenses are reimbursed to the PSAP after the PSAP meets the requirements listed below. Monthly recurring operational costs are included in the PSAP's monthly distribution amount.

Funding reconsideration reimbursements must be submitted by May 15 to the PSAPs regional coordinator, Financial Analyst, and PSAPs Financial Review Specialist. If the PSAP needs a limited extension to submit the reimbursement request, the request must be submitted via email to the Regional Coordinator before May 15. The project(s) for which the reconsideration funds were awarded must be complete at the time of submission. The reimbursement packet must include the jurisdiction's invoice to the NC 911 Board, vendor invoice(s) as supporting documentation, proof of payment for the vendor invoice, and confirmation via the email submission that the fund balance has been expended. If the PSAP receives reimbursement after the close of the fiscal year in which it was

approved (FY2026), the reimbursement must be accrued back to the Emergency Telephone System Fund (ETSF) for the year it was approved (FY2026).

Thank you.



## Funding Reconsideration Required Information

North Carolina 911 Board

PSAP Name: Cabarrus County Sheriff's Office

Contact Name: Travis McGhee

Contact Address: 30 Corban Ave SE

City: Concord

Zip: 28025

Contact Email: tpmcghee@cabarruscounty.us

Instructions: All requests for review of PSAP Distribution amount must use this form with each request. Please do not change block descriptors, formulas or formatting. \*\*\*SEE INSTRUCTIONS tab for further requirements\*\*\* All requests are due by February 28, 2025. Email this form and all supporting documentation to your Regional Coordinator.

Reconsideration will not be processed without the information requested below:

1. All requests for review must be submitted electronically using this form in Microsoft Excel format.
2. Additional documentation must be submitted in Microsoft Word or Adobe PDF format.
3. All requests must be supported with documentation clearly indicating the cost being claimed (highlighted or circled), e.g. recent past invoices for recurring monthly charges and copies of either RFPs or contracts for proposed new expenditures.
4. Include justification answering the following questions:
  - a) The funding model is based upon actual expenses: please explain why do you need additional expenses?  
**The Motorola AXS Radio Console migration is an end of life project which grant funding has been awarded. Cabarrus County will not have the fund balance to complete the project without reconsideration for eligible expenses. Additionally our console furniture is over 15 years old and several components have**
  - b) If your requests are based upon capital expenditures for the next year, have you considered a grant for the ineligible costs from the 911 Board for the program?

**Yes, completed.**

- c) Please explain how the additional funding will improve your efficiency for delivering 911 services.  
**this ensures we provide up to date radio equipment for NextGen 911 services, for dispatch of 911 calls. The furniture refresh will allow for improved telecommunicator performance by providing additional mounting structures and ergonomics.**

5. Demonstrate financial support for any ineligible expenses. (i.e., pay from general fund)

**All ineligible expenses are funded with the grant and the current remaining fund balance.**

6. Please explain in detail how the current fund balance will be used to offset increases in expenses. Quotes must be included showing the use of fund balance.  
**\*\*If the funding reconsideration is approved, prior to receiving any approved funds, the PSAP must show purchase validation for items designated for the use of fund balance.**

**Cabarrus County will use remaining fund balance toward the purchase of the radio consoles.**

7. Complete time line of completion for capital expenses reflecting project will be completed during the fiscal year. **\*\*Funding Reconsideration approved funds are only valid for the fiscal year approved.**

**Grant funding was first obtained to ensure all funding is available 7/1/2026. Work can then start on 7/1 to ensure it is completed within the FY. Page 17 on the primary proposals shows a preliminary timeline.**

8. Provide the 5-Year Financial Planning Tool.

**Provided**

9. Estimated FY2026 itemized budget detail must be provided. **\*\*All items requested in the funding reconsideration should be included in the budget submitted.**

**\*\*Expenses listed on reconsideration follow the same guidelines as the Revenue-Expenditure report. If questions on whether the expense is eligible, please review the "Approved Use of Funds List" located on the Board website at [www.nc911.nc.gov](http://www.nc911.nc.gov).**

**\*\*\*Reconsiderations are requested based on estimated amounts for ETSF ending fund balance and ETSF budget. PSAP agrees to accept any reconsideration award with the understanding a reconciliation of the actual amounts for the ETSF fund balance, use of fund balance for expenditures proposed in the reconsideration request, and the actual reconsideration request expended during the fiscal year will be conducted. Should the reconciliation determine that the ETSF funds were available for the requested reconsideration expenditure(s), the amount or partial amount of the reconsideration will not be awarded or will result in repayment of such funds.**

**I have read and understand the Funding Reconsideration Process:**



Signature: Travis McGhee

Date: 02/27/2025

**FUNDING RECONSIDERATION REQUEST****FY2025 Estimated Emergency Telephone System**

<b>Fund Balance:</b>	<b>\$</b>	<b>211,938.90</b>
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**Use of Fund Balance:**

<b>AXS Radio Project</b>	<b>\$</b>	<b>188,817.10</b>
<b>FY2026 Operational Costs</b>	<b>\$</b>	<b>23,121.80</b>
<b>Remaining Fund Balance for Use FY2026:</b>	<b>\$</b>	<b>-</b>

FY2026 Estimated Distribution:	\$	442,763.20
FY2026 Estimated *Reduced Amount for Distribution		
<b>FY2026 Total Estimated Distribution:</b>	<b>\$</b>	<b>442,763.20</b>

Budget Operational Cost FY2026	\$	465,885.00
Budget Capital Cost FY2026	\$	1,017,027.25
<b>Total Available Funds FY2026</b>	<b>\$</b>	<b>(1,040,149.05)</b>

**Total Funding Reconsideration Request**

<b>FY2026 Operational Cost</b>	<b>\$</b>	<b>-</b>
<b>FY2026 Capital Cost</b>	<b>\$</b>	<b>828,210.15</b>

<b>Total Funding Reconsideration Request</b>	<b>\$</b>	<b>828,210.15</b>
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Recommendation to approve the FY2026 reconsideration in the amount of \$828,210.15.

Recommendation

<b>Total FY2026 <u>Estimated</u> Distribution and Reconsideration</b>	<b>\$</b>	<b>1,270,973.35</b>
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**Explanation of column C and D:**

\*D - Increases in annual one time costs related to operational needs. (e.g. CAD maintenance costs increased by \$X.XX. Will not have enough funds in distribution or fund balance to cover the increase.)

<b>OPERATIONAL COST</b>	<b>Annual Increase Amount</b>	<b>Comments - (notes pertaining to cost(s))</b>
Phone Recurring & Maintenance		
Software Maintenance		
Hardware Maintenance		
Training		
<b>Total:</b>	<b>\$ -</b>	

**CAPITAL COST:**

**\*\*See Approved Use of Funds List for requirements**

	<b>Primary PSAP</b>	<b>Backup PSAP</b>	<b>Comments - (notes pertaining to cost(s))</b>
Telecommunicator console furniture that holds eligible emergency dispatch equipment. This includes workstation desk, cabinets, tables, resource center, lift columns that control the height of the desk, environmental control system and task lights.	\$ 325,359.21		EVANS console furniture for primary site x 9 consoles. To replacing aging and failing Bramic consoles installed in 2008.
Radio (Hardware, Software, Licensing) **as defined in Approved Use of Funds List.	\$ 502,850.94		Eligible expenses for AXS Radio project , Grant awarded for same project in the amount of \$719,765.07
<b>Total:</b>	<b>\$ 828,210.15</b>	<b>\$ -</b>	

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award

### **BRIEF SUMMARY:**

The Sheriff's Office requests acceptance of funds for the fourth year of the current Governor's Highway Safety Program (GHSP) grant; funding that was used to expand the Traffic Enforcement and Education Unit. This grant will fund 25% of the salaries and benefits through payback of the two officers working project hours related to GHSP activities. The total for the two officers working the project from October 1, 2025 to September 30, 2026, is \$278,890. This will take effect as soon as our current grant expires on September 30, 2025. Prior to this award, the county was planning on funding 100% of those salaries, however, with this grant, the county's funding is \$209,167 (75%) and the Federal portion is \$69,723.00 (25%). We are continuing to support GHSP activities within our agency and will follow the funding requirements as we have in the past to receive this funding. There is no request to change current job functions or staffing.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to accept grant award and adopt associated budget amendment.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Chief Deputy Tessa Burchett  
Sergeant Grady Christie

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Grant Agreement
- ▣ Addendum
- ▣ Traffic Grant Resolution
- ▣ Traffic Grant Applilcation
- ▣ Budget Amendment

## North Carolina Governor's Highway Safety Program

### Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

#### A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



- (ii) 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

## 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,



suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
  - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
  - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
    - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
    - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.



- 12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- 13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

## **B. General Provisions**

- 1. Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
- 6. Property and Equipment.**
  - (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or



- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an



incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally



appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 23. Department Held Harmless.**
- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention.** The Agency 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 Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

- (b) **By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.
- (c) **Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

**27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

**28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

**29. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a) that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b) that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c) that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**30. Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30.

**31. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

<b>AGENCY PROJECT DIRECTOR</b>		
NAME Grady L.Christie	TITLE Sergeant	ADDRESS 30 Corban Ave SE, Concord,NC
SIGNATURE 	DATE 6/25/2025	TELEPHONE NUMBER 704-920-3000
<b>AGENCY AUTHORIZING OFFICIAL</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
<b>AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER



**North Carolina Governor's Highway Safety Program**  
**Agreement of Conditions – Addendum for FY2026 (10/1-2025 to 9/30/2026)**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

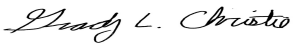
**CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States)**

**GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

<b>AGENCY PROJECT DIRECTOR</b>		
NAME Grady L. Christie	TITLE Sergeant	ADDRESS 30 Corban Ave SE, Concord NC
SIGNATURE 	DATE 7/15/2025	TELEPHONE NUMBER 704-920-3000
<b>AGENCY AUTHORIZING OFFICIAL</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
<b>AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the \_\_\_\_\_ (herein called the  
"Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that \_\_\_\_\_  
(The Governing Body of the Agency)

\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem  
identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE \_\_\_\_\_ IN OPEN  
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF \_\_\_\_\_, NORTH CAROLINA,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That \_\_\_\_\_ is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal  
funding in the amount of \$ \_\_\_\_\_ to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ \_\_\_\_\_ as  
(Local Cash Appropriation)  
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other  
appropriate persons to furnish such information, data, documents and reports as required by the contract, if  
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

**SEAL**

DATE \_\_\_\_\_

# North Carolina Governor's Highway Safety Program

## SECTION A – GENERAL INFORMATION

1. Project Title: * Cabarrus County Sheriff's Office Traffic Enforcement and Education Unit Expansion	Fiscal Year: 2026
2. Agency: 1000000041 - CABARRUS COUNTY	3. Contact Person for Agency: Grady Christie
4. Agency Address: SHERIFF PO Box 525 CONCORD, NC 28026-0525	5. Telephone Number: * (704) 920-3000
	6. Cell Phone: (704) 743-3863
7. Physical Location of Agency * 30 Corban Ave, SE Concord, NC 28025	8. Email of Contact Person * glchristie@cabarruscounty.us
9. Federal Tax ID Number / Type of Agency  Federal Tax ID Number: * 56-6000281 Unique Entity Identifier: PF3KTEELMHV6 County: * CABARRUS  Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital	10. Project Year *  <input type="radio"/> New <input checked="" type="radio"/> Continuation Year: <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4+  Application Number: 1000024506
	11. Allocation of Funding *  Federal % 25.00 Local % 75.00

Source of Funds			
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$270,890.00	\$67,723.00	\$203,167.00
Contractual Services			
Other Direct Costs	\$8,000.00	\$2,000.00	\$6,000.00
Indirect Costs			
<b>Total Project Costs</b>	<b>\$278,890.00</b>	<b>\$69,723.00</b>	<b>\$209,167.00</b>

13. Specify How Non-Federal Share Will Be Provided: * Cabarrus County will provide the non-Federal share of the funds.	
Project Number: _____	CFDA#: 20.
Additional Project Number: _____	Work Type: _____
Additional Project Number1: _____	Additional Work Type: _____

## SECTION B – DESCRIPTION OF PROJECT

**Statement of Problem** (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

In October 2019, Cabarrus County saw the first Unit dedicated solely to traffic enforcement and education. The county population is increasing, and traffic complaints about speeding and reckless driving placed heavy demands on patrol operations. Through the Governor's Highway Safety Program, our project received approval, and a three-year journey began. The goals are challenging and require hard work and dedication.

The Cabarrus County Sheriff's Office has 244 sworn deputies, with 72 assigned to patrol duties. Those 72 deputies provide law

enforcement services to approximately 85,428 residents of Cabarrus County, including all unincorporated areas and Harrisburg, Midland, and Mt. Pleasant towns. In October 2019, the Sheriff's Office received a grant through GHSP for a dedicated traffic unit to cover the entire County, 364 square miles. Historically, traffic enforcement is part of regular patrol duties. However, traffic crash investigations are the responsibility of the NC Highway Patrol and the Deputies working inside the three separate towns. In addition, the towns of Harrisburg, Mt. Pleasant, and Midland have contracts with the Sheriff's Office to provide 24-hour law enforcement services within their town limits.

The Cabarrus County Sheriff's Office investigated 853 crashes in 2024, a decrease of 5.9% from 2023. In the County of Cabarrus, 5789 crashes were reported in 2024. In 236 crashes Countywide, there was a suspicion of drug or alcohol use reported. This results in a suspicion of drugs or alcohol was present in 4.07% of all reported crashes in Cabarrus County. This also resulted in 23 fatal crashes in Cabarrus County, representing 0.39% of all crashes.

While impaired drivers are a safety issue, they are not the only contributing factor to the number of crashes in Cabarrus County. The Cabarrus County Sheriff's Office has investigated 3,936 crashes in five years. Regardless of who investigates the crash, it is the Cabarrus County Sheriff's Office's responsibility to enforce traffic laws, which can help reduce the number of crashes. Even though the Sheriff's Office may not investigate the collision, the violations that lead to these crashes are preventable through education and enforcement. According to NHTSA, one of the best methods for reducing impaired driving is a combination of high-visibility enforcement (including checking stations) and heavy public awareness. This philosophy applies to other traffic offenses such as speeding, passenger restraint violations, and distracted driving. The implementation of the Traffic Enforcement and Education Unit allows the Sheriff's Office to conduct targeted area enforcement and public awareness through education and information sharing.

According to the 2023 census, Cabarrus County is home to approximately 242,880 residents and is now the 10th most populated County in North Carolina. The County's business community is diverse, with a mix of small and large organizations in industries ranging from bioscience, motorsports, tourism, retail, and manufacturing. Cabarrus County is in the state's central Piedmont area, with a total area of 364 square miles, and it borders Mecklenburg County, the second most populated County in North Carolina.

Cabarrus County is home to two of the most prominent tourist attractions on the East Coast, Concord Mills Mall, and the Charlotte Motor Speedway. Cabarrus County continues to grow and has seen a 32.1% increase in population since 2010. According to the NC Budget and Management website, Cabarrus County will have just over 275,787 residents by July 2030. Major companies such as Amazon have opened distribution centers in Cabarrus County, which has increased population and traffic, especially during regular workweek hours. As a result, Cabarrus County saw an increase in employment from 111,000 employees to 114,000 employees (2.70%) from 2021 to 2022.

Cabarrus County has ten major highways running through it. These include Interstate 85, US Highways 29, 52, 601, and NC Highways 3, 24, 27, 49, 73, and 200. The average household owns two cars and commutes for an average of 27.6 minutes. Located just 20 minutes from downtown Charlotte, Cabarrus County is home to many of Charlotte's workforce. The countywide traffic enforcement and education unit is a large and critical part of the solution to decrease traffic crashes in Cabarrus County. The Unit's sole purpose is to identify, enforce, and educate those drivers who choose to operate a vehicle dangerously and place all other persons in danger. However, it is vital that the Sheriff's Office also maintains (and increase, where possible) its current efforts. The Sheriff's Office works with local media outlets to produce an educational campaign to address distracted and dangerous driving with the traffic unit. This Unit continues to identify ways to reach younger drivers and reduce the number of crashes involving them. Cabarrus County is ranked 8th in North Carolina for crashes involving young drivers. However, in 2019 the County ranked 17th worst for young drivers involved in serious injury crashes. Due to the Traffic Unit's focus and the time dedicated to improving this ranking through education before enforcement, the County's ranking improved to 30th.

**Proposed Solution** (*Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section*):

From the inception of the Traffic Unit, both Officers produced impressive numbers in most areas. However, other parts did not receive the attention we wanted to devote to them. As the original grant ended, the unit received a new grant, expanding by two more traffic officers. The County Commissioners praised the efforts of the existing two traffic Officers and fully supported the request to expand the Unit. The expansion allows for the improvement of the educational component of the Unit and a dedicated effort to reduce impaired driving.

While the original Traffic Officers addressed the high demands for traffic enforcement throughout the county during the day, the new Traffic Officers focused on traffic enforcement and the urgent need to improve the unit's educational component. The new Traffic Officers worked with the school system to develop programs that focus on the dangers of impaired and distracted driving. The Traffic Unit presents impressive numbers in speeding and seatbelt enforcement, and its 100% participation in GHSP campaigns speaks volumes, considering the large geographical area covered by the Officers.

Our agency answers to a rapidly growing population while experiencing significant growth within the agency. The population



growth has no signs of slowing, along with the demands for more traffic enforcement and education. As citizens' needs for traffic-related concerns increase, it is necessary to continue the incredible work of the current Traffic Unit. We hope the notable work and unwavering dedication to traffic enforcement and education to date support the Unit's expansion.

The Cabarrus County Sheriff's Office recognizes the value of maintaining a transparent and collaborative partnership with our community. Collectively, these partnerships strengthen law enforcement and community relations and reinforce our efforts to implement effective and sustainable traffic safety strategies. In doing so, the Cabarrus County Sheriff's Office remains committed to engaging with and sharing information with the members of our community through open dialogue.

With these thoughts in mind, engagement opportunities will be accomplished by coordinating and/or participating in various forums, meetings, and community functions. Feedback from citizens and business owners alike is solicited and then integrated into practical traffic safety initiatives. Over time, the effectiveness of these initiatives will be assessed, and the results will be communicated back to the community. To ensure transparency in the methods used during traffic enforcement activities, the Cabarrus County Sheriff's Office will make available to the community information regarding how to access traffic stop data already required and compiled by the North Carolina State Bureau of Investigation.

**Budget Justification** (Provide a detailed explanation of the costs associated with proposed project):

The cost associated with this application covers the activity hours and fringe benefits for two Deputies. The two deputies in this grant were added to the Traffic Unit, and the County Commissioners enthusiastically supported maintaining and expanding the Traffic Unit. The Traffic Unit has four Officers, two GHSP funded, with one Supervisor.

The grant application includes in- and out-of-state travel to traffic-focused conferences, which will expose the new and current members of the traffic unit to training from traffic safety experts nationwide. The education and tactics from these events will help all the members make a practical impact on improving traffic safety in Cabarrus County.

**Travel Justification** (Provide justification for all travel expenses):

Out-of-state travel funds will be used for traffic unit members to attend a national traffic safety conference. Traffic unit members will use in-state travel funds to attend local traffic safety training courses and GHSP-related events, such as the NC Traffic Safety Conference. In addition, members will participate in the yearly BikeSafe NC conference. Attending these conferences provides the opportunity to hear current training and tactics from experts in traffic safety and education fields. Traffic Unit Officers will use the information obtained from these conferences to improve current enforcement and education techniques. Grant funds will cover registration, class fees, lodging, transportation fees to include public transportation/ride-share services, and per diem.

**To be completed by all law enforcement agencies:**

Provide the agency's number of sworn officers	244
Does the agency currently have a dedicated traffic or DWI unit?	Yes <input checked="" type="radio"/> No <input type="radio"/>
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	5

For applicants requesting enforcement grants, please provide the following county fatality rankings:

Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	15
Alcohol Fatality Ranking:	23
Unrestrained Fatality Ranking:	25
Speed Related Fatalities:	36
Other Applicable Rankings: (Specify)	Teen driver crashes: 8th, Teen fatal crashes: 3rd, and Motorcycle fatal crashes: 21st

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2022	Occupant Protection Citations	265	DWI Citations	193	Speed Citations	2,777
Year 2023	Occupant Protection Citations	204	DWI Citations	184	Speed Citations	2,729
Year 2024	Occupant Protection Citations	449	DWI Citations	171	Speed Citations	4,313

**Goals and Objectives** (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1:	Reduce traffic fatalities in Cabarrus County by 10 percent from the 2019-2023 annual average of 28 to 25 by September 30, 2026.
Objectives:	<ul style="list-style-type: none"> <li>• Identify the top 8 high crash locations and conduct targeted enforcement efforts a minimum of once a week.</li> <li>• Conduct/participate in 3 outreach/educational traffic safety events each quarter.</li> <li>• Participate and report in all GHSP and national highway safety campaigns. (Including, but not limited to Booze It &amp; Lose It, Click It or Ticket, Child Passenger Safety, Distracted Driving Awareness, Motorcycle Awareness, etc.). Full campaign participation is accomplished through increased high visibility enforcement as appropriate.</li> <li>• Meet quarterly with local and state DOT engineers to discuss crash causes in high crash locations.</li> <li>• Coordinate with local media outlets on traffic enforcement and outreach activities a minimum of 2 times a quarter.</li> <li>• Coordinate or participate in a minimum of 2 multi-agency traffic enforcement activities per quarter.</li> <li>• Engage a minimum of 3 media partners in the traffic safety message.</li> <li>• Increase the number of occupant protection contacts by 20 percent, from 449 in 2024 to 539 from October 1, 2025, to September 30, 2026.</li> <li>• Increase the number of speeding contacts by 20 percent from the 2024 total of 4313 to 5176 from October 1, 2025, to September 30, 2026.</li> </ul>
Goal #2:	To reduce the number of alcohol-related crashes in Cabarrus County by 10 percent from the 2019-2023 calendar year average of 246.2 crashes to 221 crashes during the fiscal year October 1, 2025, to September 30, 2026.
Objectives:	<ul style="list-style-type: none"> <li>• Increase the number of DWI contacts by 20 percent from 171 in the calendar year 2024 to 206 during the fiscal year, October 1, 2025, to September 30, 2026.</li> <li>• Conduct/participate in 2 impaired driving checking stations/saturation patrols each month.</li> <li>• Identify the top alcohol-related crash areas and conduct targeted enforcement efforts a minimum of 1 time a week.</li> <li>• Conduct/participate in 2 impaired driving outreach/educational events each quarter.</li> <li>• Participate in and report on all GHSP and national highway safety campaigns focused on impaired driving (Including, but not limited to, Booze It &amp; Lose It: St. Patrick's Day, Operation Firecracker, Labor Day, Halloween, and Holiday campaigns, etc.). Full campaign participation is accomplished through increased high-visibility enforcement.</li> <li>• Engage a minimum of 3 media partners in the traffic safety message focused on impaired driving.</li> </ul>
Goal #3:	Reduce the number of young (age 20 and younger) driver-involved crashes in Cabarrus County by 10 percent from the 2019-2023 calendar year average of 999.6 crashes to 899 crashes during the fiscal year October 1, 2025, to September 30, 2026.
Objectives:	<ul style="list-style-type: none"> <li>• Identify the top 8 young driver-involved high crash locations and conduct targeted enforcement efforts a minimum of 2 times a month.</li> <li>• Conduct/participate in 2 day-time seat belt initiatives each quarter.</li> <li>• Conduct/participate in 2 night-time seat belt initiatives each quarter.</li> <li>• Conduct/participate in 4 highway safety outreach/educational events focused on teens/young drivers each year.</li> <li>• Conduct/participate in 4 outreach/educational events focused on young drivers, highlighting the importance of occupant restraint use and other high-risk driving behaviors each year.</li> <li>• Participate and report in all GHSP and national highway safety campaigns, especially those focused on youth-related highway safety issues</li> </ul>

**Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.**

<input checked="" type="checkbox"/>	Reduce NC's traffic-related fatalities by 6% from the 2022 total of 1,784 to 1,676 by December 31, 2026.
<input checked="" type="checkbox"/>	Reduce NC's alcohol-related fatalities by 6% from the 2022 total of 448 to 421 by December 31, 2026.
<input checked="" type="checkbox"/>	Reduce NC's unrestrained fatalities by 6% from the 2022 total of 562 to 528 by December 31, 2026.
<input checked="" type="checkbox"/>	Reduce NC's speed-related fatalities by 6% from the 2022 total of 426 to 400 by December 31, 2026.
<input checked="" type="checkbox"/>	Reduce NC's young driver-related fatalities by 6% from the 2022 total of 198 to 186 by December 31, 2026.
<input checked="" type="checkbox"/>	Reduce NC's motorcycle fatalities by 6% from the 2022 total of 237 to 222 by December 31, 2026.
<input checked="" type="checkbox"/>	Increase NC's seat belt usage rate from the 2022 usage rate of 90.8% to 91.8% by December 31, 2026.

### SECTION C – BUDGET DETAIL

#### Personnel Costs

#	Personnel Position	Salary
1	Active hours for 2 Deputies	\$178,215.00
Total Salaries Cost:		\$178,215.00
#	Personnel Fringe Benefits	Cost
1	Fringe Benefits for 2 Deputies	\$92,675.00
Total Fringe Benefits Cost:		\$92,675.00
Total Personnel Costs:		\$270,890.00

#### Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
Total Equipment Cost				

Other Equipment Details :

#	Other Items and Equipment Direct Cost:	Cost
Total Other Items and Equipment Direct Cost:		
#	Travel	Cost
1	In-State Travel	\$3,000.00
2	Out-of-State Travel	\$5,000.00
Total Travel Cost:		\$8,000.00
Total Other Direct Costs:		\$8,000.00

### SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

#### Conditions for Enforcement Projects Only

*By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*

- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- ☒ · A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

- Continue to develop training presentations on the dangers of driving while impaired, speeding, distracted driving, and motorcycle awareness.
- Conduct required safety belt checkpoints during the first quarter.

- Conduct required impaired driving checkpoints during the quarter.
- Participate in any "Click It or Ticket," "Booze It & Lose It," or other event/campaign as required by GHSP during the quarter.
- Prepare and submit a quarterly progress report to GHSP.
- Host/participate in community engagement event(s) and receive public feedback regarding traffic safety issues and concerns. Incorporate feedback into traffic enforcement strategies.
- Provide information on how to access/review traffic stop data through the North Carolina State Bureau of Investigation.

#### Second Quarter (January, February, March)

- Attend a National Traffic Safety Conference.
- Begin media campaign on the dangers of driving while impaired, speeding, and distracted driving.
- In March begin the motorcycle awareness campaign.
- Document the number of educational campaigns conducted.
- Enforcement and education protocols are in place to address the project's goals.
- Document the progress made to date on enforcement and education.
- Conduct required safety belt checkpoints during the second quarter.
- Conduct required impaired driving checkpoints during the quarter.
- Participate in any "Click It or Ticket", "Booze It & Lose It" or any event/campaign as required by GHSP during the quarter.
- Prepare and submit a quarterly progress report to GHSP.

#### Third Quarter (April, May, June)

- Monitor progress to date on the Enforcement and Education Unit.
- Work with BikeSafe NC to promote motorcycle awareness and safety.
- Document the number of educational campaigns conducted.
- Document the progress made to date on enforcement.
- Conduct required safety belt checkpoints during the third quarter.
- Conduct required impaired driving checkpoints during the quarter.
- Participate in any "Click It or Ticket", "Booze It & Lose It" or any event/campaign as required by GHSP during the quarter.
- Prepare and submit a quarterly progress report to GHSP.
- Attend the NC Traffic Safety Conference

#### Fourth Quarter (July, August, September)

- Continue to monitor progress to date on the Enforcement and Education Unit.
- Document the number of educational campaigns conducted.
- Document the progress made to date on enforcement.
- Conduct required safety belt checkpoints during the fourth quarter.
- Conduct required impaired driving checkpoints during the quarter.
- Participate in any "Click It or Ticket", "Booze It & Lose It," or other event/campaign as required by GHSP during the quarter.
- Prepare and submit a quarterly progress report to GHSP each quarter.
- Prepare and submit a final progress report to GHSP.
- Host/participate in follow-up community engagement event(s) to communicate results of traffic safety initiatives.
- Provide information on how to access/review traffic stop data through the North Carolina State Bureau of Investigation.

#### AGENCY AUTHORIZING SIGNATURE

- ☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name:  PIN:  Date:

#### Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

#### FOR GHSP USE ONLY:

Recommendation:

Date:

## Budget Revision/Amendment Request

Date: August 18, 2025

Amount: 69,723.00

Dept. Head: Sheriff Van W. Shaw

Department: 2110- Sheriff's Office

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

**Purpose:** In Fiscal Year 2020, the Cabarrus County Sheriff's Office applied for and received funding through the Governor's Highway Safety Program (GHSP) for the formation of a Traffic Safety Unit for use throughout problem areas within Cabarrus County. These is a three year grant through the North Carolina Department of Transportation. This request is for the approval of allocating funds for year four in accordance with the agreement (attached). This grant is federally funded up to 25% with a 75% local match in the third year. The 25% local match includes personnel costs (salary & benefits) for 2 deputies and other indirect costs, which includes travel (in-state & out of state). Required to create a budget for the Traffic Grant 10/1/2025 and record Cabarrus County's 25% match.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110-6342-TRAFU	NC Department of Transportation Grant		69,723.00		69,723.00
001	9	2110-9101-TRAFU	Salary & Wages - TRAFU		45,498.06		45,498.06
001	9	2110-9201-TRAFU	Social Security - TRAFU		600.00		600.00
001	9	2110-9202-TRAFU	Medicare - TRAFU		659.72		659.72
001	9	2110-9205-TRAFU	Group Hospital Insurance - TRAFU		10,680.00		10,680.00
001	9	2110-9206-TRAFU	Vision Care - TRAFU		21.00		21.00
001	9	2110-9207-TRAFU	Life Insurance - TRAFU		40.80		40.80
001	9	2110-9210-TRAFU	Retirement - TRAFU		6,870.21		6,870.21
001	9	2110-9230-TRAFU	Workers' Compensation - TRAFU		1,078.30		1,078.30
001	9	2110-9235-TRAFU	Deferred Compensation 401K - TRAFU		2,274.90		2,274.90
001	9	2110-9640-TRAFU	Insurance & Bonds - TRAFU		-		0.00
001	9	2110-9610-TRAFU	Travel & Education - TRAFU		2,000.00		2,000.00

**Total** 0.00

**Budget Officer**

- ☐ Approved
- ☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**County Manager**

- ☐ Approved
- ☐ Denied

\_\_\_\_\_  
*Sianature*

\_\_\_\_\_  
*Date*

**Board of Commissioners**

- ☐ Approved
- ☐ Denied

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Bike Safe Grant

### **BRIEF SUMMARY:**

The Sheriff's Office requests the acceptance of the Governor's Highway Safety Program (GHSP) BikeSafe grant, which funds educational programs for motorcycle drivers. The program's goal is to reduce preventable traffic crashes involving motorcycles. This is a continuation grant for being the BikeSafe Regional Coordinator with GHSP. This is to cover the costs of approved advanced motorcycle training and required conferences for FY26, up to a maximum amount of \$ 5,000. It will be paid back at 100% Federal and no Local Agency cost. The Bike Safe Grant is \$5,000.00 with no local match required.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

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

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

### **SUBMITTED BY:**

Chief Deputy Tessa Burchett  
Sergeant Grady Christie

### **BUDGET AMENDMENT REQUIRED:**

Yes

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▢ BikeSafe FY26 Application
- ▢ Addendum
- ▢ BikeSafe FY26 Approval
- ▢ BikeSafe FY26 Resolution
- ▢ BikeSafe FY26 Agreement
- ▢ Budget Amendment



# North Carolina Governor's Highway Safety Program

## SECTION A – GENERAL INFORMATION

1. Project Title: * BikeSafe Regional Coordinator Zone 2	Fiscal Year: 2026
2. Agency: 1000000041 - CABARRUS COUNTY	3. Contact Person for Agency: Grady Christie
4. Agency Address: SHERIFF PO Box 525 CONCORD, NC 28026-0525	5. Telephone Number: * (704) 920-3000
	6. Cell Phone: (704) 743-3863
7. Physical Location of Agency * 30 Corban Ave, SE Concord, NC 28025	8. Email of Contact Person * glchristie@cabarruscounty.us
9. Federal Tax ID Number / Type of Agency  Federal Tax ID Number: * 56-6000281 Unique Entity Identifier: PF3KTEELMHV6 County: * CABARRUS  Type of Agency <input type="radio"/> State <input type="radio"/> Non-Profit <input checked="" type="radio"/> County <input type="radio"/> Higher Education <input type="radio"/> Municipality <input type="radio"/> Hospital	10. Project Year *  <input type="radio"/> New <input checked="" type="radio"/> Continuation Year: <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4+  Application Number: 1000024427
	11. Allocation of Funding *  Federal % 100.00 Local % 0.00

Source of Funds			
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs			
Contractual Services			
Other Direct Costs	\$5,000.00	\$5,000.00	
Indirect Costs			
<b>Total Project Costs</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>	

13. Specify How Non-Federal Share Will Be Provided: * Not applicable	
Project Number: MC-26-03-02	CFDA#: 20. 600
Additional Project Number:	Work Type: Motorcycle Safety
Additional Project Number1:	Additional Work Type:

## SECTION B – DESCRIPTION OF PROJECT

**Statement of Problem** (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Motorcycle fatalities in North Carolina increased drastically between 2020 and 2021, from 179 to 207, and have remained higher. In 2023, 205 motorcyclists were killed on North Carolina's roadways. According to North Carolina's Strategic Highway Safety Plan 2024 Update, motorcyclists are unique in their physical vulnerabilities as they travel at speeds similar to other motor vehicles but are exposed much like pedestrians or bicyclists. While motorcyclists account for only 1.2% of all crashes in North Carolina, they represent 14% of the fatalities. Novice riders are more at risk for crashes in the first months after receiving their endorsement, while older and returning riders are at greater risk when they return to riding after a hiatus.

**Proposed Solution** (Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section ):

The Bike Safe Regional Coordinator serves as the coordinator and organizer for BikeSafe NC activities in their respective region. The Governor's Highway Safety Program supports the statewide BikeSafe NC Program, including six Regional Coordinators. The Regional Coordinators guide and coordinate the planning, implementation and reporting of BikeSafe events and activities. Regional Coordinators are also responsible for promoting the program to law enforcement agencies and getting more agencies involved in this lifesaving program. To accomplish this, Regional Coordinators are required to host events, conduct and attend meetings, assist other BikeSafe NC agencies with organizing events, respond to public inquiries associated with their region and report on all efforts and activities to GHSP. In-state travel will facilitate outreach to area coordinators and agencies, as well as attendance at relevant training and conferences. Out-of-state travel will support the BikeSafe NC Regional Coordinator in attending any approved out-of-state trainings or conferences.

**Budget Justification** (Provide a detailed explanation of the costs associated with proposed project):

To cover the quarterly meetings with area coordinators to discuss the new curriculum, BikeSafe classes, and future training opportunities.

**Travel Justification** (Provide justification for all travel expenses):

In-state and out-of-state travel funds will be used for necessary travel to perform the functions and responsibilities of the Regional Coordinator. Funds may be used to attend traffic safety conferences and trainings such as the BikeSafe NC annual conference, NCGHSP's Traffic Safety Conference, Lifesavers National Conference, Governor's Highway Safety Association Conference, and trainings related to motorcycle safety, instructor skills, and education. Approval for out-of-state travel must be submitted to GHSP via the GHSP-07 Form at least 30 days in advance of travel.

**To be completed by all law enforcement agencies:**

Provide the agency's number of sworn officers	244
Does the agency currently have a dedicated traffic or DWI unit?	Yes <input checked="" type="radio"/> No <input type="radio"/>
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	5

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As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

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**Goals and Objectives** (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

Goal #1: Promote and coordinate the BikeSafe NC Program within BikeSafe Region 2 to increase safety efforts and decrease statewide motorcycle fatalities by 5 percent from the 2019-2023 five-year average of 197 to 187 between October 1, 2025 - September 30, 2026.

Objectives: 1. Host or assist with at least 10 BikeSafe classes by September 30, 2026.  
2. Host a minimum of four BikeSafe NC Site Coordinator meetings to discuss current highway safety activities, BikeSafe NC and GHSP updates, training opportunities, legal updates, and issues and concerns by September 30, 2026.  
3. Promote the BikeSafe NC program by contacting all motorcycle dealers, motorcycle clubs, and associations within the region at least one time by September 30, 2026.

4. Promote information about BikeSafe NC initiatives and classes, educational events, or other traffic safety topics through local media channels at least one time per month by September 30, 2026.
5. Compile and submit quarterly progress reports that include a summary of the Site Coordinator meetings and the BikeSafe Regional Coordinator's activities within 15 days of the end of each quarter.

Goal #2:

Objectives:

Goal #3:

Objectives:

**Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.**

☒ Reduce NC's traffic-related fatalities by 6% from the 2022 total of 1,784 to 1,676 by December 31, 2026.

☐ Reduce NC's alcohol-related fatalities by 6% from the 2022 total of 448 to 421 by December 31, 2026.

☐ Reduce NC's unrestrained fatalities by 6% from the 2022 total of 562 to 528 by December 31, 2026.

☐ Reduce NC's speed-related fatalities by 6% from the 2022 total of 426 to 400 by December 31, 2026.

☐ Reduce NC's young driver-related fatalities by 6% from the 2022 total of 198 to 186 by December 31, 2026.

☒ Reduce NC's motorcycle fatalities by 6% from the 2022 total of 237 to 222 by December 31, 2026.

☐ Increase NC's seat belt usage rate from the 2022 usage rate of 90.8% to 91.8% by December 31, 2026.

### SECTION C – BUDGET DETAIL

#### Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
Total Equipment Cost				
Other Equipment Details :				
#	Other Items and Equipment Direct Cost:			Cost
1	Site Coordinators Quarterly Meetings			\$250.00
Total Other Items and Equipment Direct Cost:				\$250.00
#	Travel			Cost
1	In-State Travel			\$2,250.00
2	Out-of-State Travel			\$2,500.00
Total Travel Cost:				\$4,750.00
Total Other Direct Costs:				\$5,000.00

### SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

#### **Conditions for Enforcement Projects Only**

*By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.*



- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

**First Quarter (October, November, December)**

1. Host or assist with BikeSafe classes in your region (report total number of classes and students).
2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
5. Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

**Second Quarter (January, February, March)**

1. Host or assist with BikeSafe classes in your region (report total number of classes and students).
2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
5. Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

**Third Quarter (April, May, June)**

1. Host or assist with BikeSafe classes in your region (report total number of classes and students).
2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
5. Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

**Fourth Quarter (July, August, September)**

1. Host or assist with BikeSafe classes in your region (report total number of classes and students).
2. Attend all GHSP meetings and events as requested or invited (such as campaign kickoffs, conferences or trainings) as well as any other planned training opportunities (such as the annual BikeSafe Conference or SMSA national conference).
3. Host a quarterly meeting for Site Coordinators to plan for the year and discuss BikeSafe NC and GHSP updates.
4. Conduct outreach with at least three motorcycle dealers or motorcycle clubs in the region to promote BikeSafe NC initiatives and provide safety education.
5. Promote BikeSafe NC initiatives and safety education through local media channels on a monthly basis.
6. Compile the quarterly regional report and submit it to the assigned GHSP grant specialist within fifteen days of the end of the quarter.

**AGENCY AUTHORIZING SIGNATURE**



I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name:

PIN:

Date:

**Note:**

- 1. Submitting grant application is not a guarantee of grant being approved.
- 2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

**FOR GHSP USE ONLY:**

Recommendation:

Date:

**North Carolina Governor's Highway Safety Program**  
**Agreement of Conditions – Addendum for FY2026 (10/1-2025 to 9/30/2026)**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

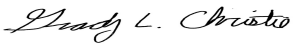
**CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States)**

**GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

<b>AGENCY PROJECT DIRECTOR</b>		
NAME Grady L. Christie	TITLE Sergeant	ADDRESS 30 Corban Ave SE, Concord NC
SIGNATURE 	DATE 7/15/2025	TELEPHONE NUMBER 704-920-3000
<b>AGENCY AUTHORIZING OFFICIAL</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
<b>AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS</b>		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

JOSH STEIN  
GOVERNOR

J.R. "JOEY" HOPKINS  
SECRETARY

June 24, 2025

Grady Christie  
CABARRUS COUNTY  
SHERIFF  
PO Box 525  
CONCORD NC 28026-0525  
Application number: 1000024427  
Ref : 2026 Application Approval

Dear Grady Christie,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2026, which begins October 1, 2025.

Your application is approved to proceed to the next stage of the funding process. Your next step is to review and sign the Agreement of Conditions. Some grantees will need to provide additional documentation. If that's the case, your Grants Specialist will provide you with those documents. These completed documents must be returned via email to your Grants Specialist.

Although your application has been conditionally approved, this does not ensure funding. Final approval of funds will not be made until your Agreement is finalized. You are not authorized to spend any grant funds until you receive final approval **and** the new federal fiscal year begins on October 1st.

Please contact your Grants Specialist should you have any questions or concerns about this process. The GHSP appreciates your dedication and contribution to highway safety and your continued partnership in keeping North Carolinians safe.

Sincerely,

Mark Ezzell  
Director

# North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the \_\_\_\_\_ (herein called the  
"Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that \_\_\_\_\_  
(The Governing Body of the Agency)

\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem  
identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE \_\_\_\_\_ IN OPEN  
(Governing Body)  
MEETING ASSEMBLED IN THE CITY OF \_\_\_\_\_, NORTH CAROLINA,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That \_\_\_\_\_ is authorized to file, on behalf of the Governing  
(Name and Title of Representative)  
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal  
funding in the amount of \$ \_\_\_\_\_ to be made to the Governing Body to assist in defraying  
(Federal Dollar Request)  
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ \_\_\_\_\_ as  
(Local Cash Appropriation)  
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other  
appropriate persons to furnish such information, data, documents and reports as required by the contract, if  
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

**SEAL**

DATE \_\_\_\_\_



## North Carolina Governor's Highway Safety Program

### Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

#### A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
  - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
  - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
  - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
  - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
  - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
  - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
  - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
  - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
  - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
  - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
  - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
  - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
  - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
  - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 ([www.nhtsa.gov](http://www.nhtsa.gov)) and additions or amendments thereto.
4. **Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
5. **Lobbying.**
  - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
    - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



- (ii) 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.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

## 7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,



suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
  - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
  - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
  - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
    - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
    - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
8. **Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
9. **Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
10. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
11. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.



- 12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- 13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

## **B. General Provisions**

- 1. Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
- 6. Property and Equipment.**
  - (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
  - (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
  - (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
    - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or



- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an



incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

**14. Out-of-State Travel.**

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

**15. Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

- (a) **Certifications Required.**
- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

**16. Conditions for Local Governmental Agencies.**

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

**17. Seat Belt Policy and Use.** Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

**18. Text Messaging Policy.** Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

**19. Prohibited Interests.** No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

**20. Continued Federal and State Funding.**

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally



appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

**21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

**22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

**23. Department Held Harmless.**

(a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

(b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

**24. Records Access and Retention.** The Agency 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 Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.

**25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this contract in whole or in part;
- (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.

**26. Cancellation, Termination, or Suspension of Contract.**

(a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

**(b) By mutual consent.** The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

**(c) Unexpended funds.** Any unexpended funds remaining after cancelation or termination will revert to the Department.

**27. Completion Date.** Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

**28. E-Verify requirements.** If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

**29. Certification of Eligibility Under the Iran Divestment Act.** Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a)** that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b)** that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c)** that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

**30. Agency Fiscal Year.** The end date for the Agency's fiscal year is June 30.

**31. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME Grady L.Christie	TITLE Sergeant	ADDRESS 30 Corban Ave SE, Concord,NC
SIGNATURE 	DATE 6/25/2025	TELEPHONE NUMBER 704-920-3000
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER



Date: 8/18/2025

Amount: 5,000.00

Dept. Head: Sheriff Van W. Shaw

Department: 2110-County Sheriff

☐ Internal Transfer Within Department

Transfer Between Departments/Funds

☒ Supplemental Request

PURPOSE: In Fiscal Year 2022 the Cabarrus County Sheriff's Office applied for and received funding through the Governor's Highway Safety Program (GHSP) BikeSafe Grant for increased training on motorcycle safety throughout the State. Sgt. Grady Christie, of the Cabarrus County Sheriff's Office is the State's Regional Coordinator for BikeSafeNC. This is the 5th year of the 5 year grant. This request asks for approval of the budget Revenue and Expense for Year 4 of this grant. There is no match required of the County. Budget Amendment required to create a budget for the Revenue and Expense related to the BikeSafeNC Grant beginning 10/1/2025.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110-6606-GHSP	Governor's Highway Safety Program Grant (Revenue)		5,000.00		5,000.00
001	9	2110-9333-GHSP	Governor's Highway Safety Program Grant (Expense)		5,000.00		5,000.00
							0.00
							0.00
							0.00

Budget Officer

County Manager

Board of Commissioners

☐ Approved

☐ Denied

☐ Approved

☐ Denied

☐ Approved

☐ Denied

Signature

Signature

Signature

Date

Date

Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Soil and Water - Cabarrus County Creek Week Budget Amendment

### **BRIEF SUMMARY:**

Cabarrus Soil and Water Conservation District is hosting its first annual Creek Week from September 22–28. The event has received sponsorship support from Subaru. The sponsorship funds were initially deposited into a revenue account and now need to be amended into an expense account to support event-related costs.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the budget amendment and Ordinance.

### **EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

### **SUBMITTED BY:**

Abby Weinshenker, Resource Education Coordinator

### **BUDGET AMENDMENT REQUIRED:**

Yes

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Creek Week Budget Amendment
- ▣ Ordinance

**Budget Revision/Amendment Request**

Date: **8/18/2025**

Amount: **1,500.00**

Dept. Head: **Abby Weinshenker (prepared by Daniel Reece)**

Department: **Soil & Water**

☐ Internal Transfer Within Department                      ☐ Transfer Between Departments/Funds                      ☒ Supplemental Request

This budget amendment is presented to appropriate funds for revenue received for the first annual Cabarrus Creek Week. Creek Week is part of a statewide initiative led by the North Carolina Department of Environmental Quality. Cabarrus Creek Week is taking place on September 22-28, 2025 and will feature a series of community events designed to raise awareness of the importance of our local waterways.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270-6365-CWEEK	Soil & Water Grants - CabCo Creek Week	-	1,500.00	-	1,500.00
460	9	3270-9416-CWEEK	Soil & Water Grants - CabCo Creek Week	-	1,500.00	-	1,500.00
				-	-	-	-

**Budget Officer**

☐ Approved  
☐ Denied

**County Manager**

☐ Approved  
☐ Denied

**Board of Commissioners**

☐ Approved  
☐ Denied

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

**BE IT ORDAINED**, by the Board of County Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,195
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	\$ 245,679
Register of Deeds Department:	
Register of Deeds Fees	\$2,547,302
Interest on Investments	122,780
Contribution from General Fund	77,505
	\$2,747,587
Community Development	
Contribution from General Fund	\$54,901
Duke Power Rebate	135,402
	\$190,303
Cabarrus Visitors Bureau Athletic Fund	\$213,715
Soil and Water Department:	
Deferred Tax Collections	\$1,085,102
Interest on Investments	1,693
Contributions and Private Donations	3,898
Contribution from General fund	86,146
EEP Contract	3,225
ADFP Grant	54,000
Drill Program Fees	22,052
Easement	275,396
Suther Farm Project	780,000
StRAP	258,798
Hill Farm Project	99,000
Creek Week	1,500
Stewardship Fund	56,971
	\$2,727,781
Educational Farming	\$687,000

Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,801
Deferred Farm Tax Collections	3,659,410
Deferred Farm Tax Interest	829,584
Lease	39,075
Interest on Investments	318,109
	<u>\$4,859,979</u>

<b>TOTAL REVENUES</b>	<b>\$11,672,044</b>
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D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,679
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 2,747,587
Community Development	
Duke Rebate Projects	\$190,303
Cabarrus Visitors Bureau Athletic Funds	\$213,715
Soil and Water Department:	
Other Improvement Projects	\$1,005,839
EEP Contract	3,225
ADFP Conservation Easement	54,000
Drill Repair & Maintenance	22,052
Suther Farm Project	780,000
StRAP	258,798
Hill Farm Project	99,000
Easement	445,396
Creek Week	1,500
Stewardship	57,971
	<u>\$2,727,781</u>
Educational Farming	
Educational Farming (Lomax)	\$ 687,000
Local Agricultural Preservation Projects:	
Other Improvement Projects	<u>\$4,859,979</u>
<b>TOTAL EXPENDITURES</b>	<b>\$11,672,044</b>
 <b>GRAND TOTAL – REVENUES</b>	 <b>\$11,672,044</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$11,672,044</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
  - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - 6. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  - 7. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
  - 8. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).



Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 18 day of August 2025.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
                    , Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

May 29, 2025

To whom it may concern,

I hope this letter finds you well. On behalf of the Cabarrus Soil and Water Conservation District, I am reaching out to seek your support for an exciting initiative that promises to make a positive impact on our community and environment—Creek Week 2025.

Creek Week is a statewide initiative spearheaded by the North Carolina Department of Environmental Quality (NC DEQ) and run by local government units. Cabarrus County's is set to take place from September 22-28, 2025. This year will be the first annual Creek Week for Cabarrus County. Creek Week is a series of local water themed educational events. The event aims to celebrate and raise awareness about the importance of our local waterways and the crucial role they play in maintaining the health of our environment.

To make Creek Week a memorable and impactful event, we are seeking sponsorship to help cover various costs, including:

- **Community Art Upcycle:** Engaging a local artist to create artwork from recycled materials.
- **Promotional Items:** Creating stickers and Best Management Practices (BMP) magnets to distribute to participants.
- **Volunteer Support:** Providing food and refreshments for our dedicated volunteers.
- **Event Materials:** Printing banners, flyers, and other promotional materials.

We offer the following sponsorship tiers:

- Tier 1: River Protector - \$1,500
  - Logo prominently displayed on all Creek Week materials (flyers and banners).
  - Recognition in press releases and all social media platforms.
  - Opportunity to host an educational booth at a Creek Week event.
  - Inclusion in a special "Thank You Sponsors" announcement during events.
  - Opportunity to speak for 3-5 minutes during announcements.
- Tier 2: Stream Advocate - \$501 to \$1,000
  - Logo displayed on Creek Week materials (flyers and banners).
  - Recognition in press releases and social media platforms.
  - Opportunity to host an educational booth at a Creek Week event.
  - Inclusion in a "Thank You Sponsors" announcement during events.
- Tier 3: Waterway Supporter - \$100 to \$500
  - Logo included on Creek Week materials (flyers and banners).
  - Opportunity to host an educational booth at a Creek Week event.
  - Recognition on social media platforms.

Abby Weinshenker, Resource Education Coordinator, Cabarrus Soil and Water Conservation District  
715 Cabarrus Ave W, Room 301, Concord, NC 28027 | [arweinshenker@cabarruscounty.us](mailto:arweinshenker@cabarruscounty.us) | 704-920-3300

Your generous sponsorship will enable us to effectively educate and engage the community, promote sustainable practices, and foster a sense of environmental stewardship among participants of all ages. We believe that with your support, Creek Week 2025 will be a tremendous success, leaving a lasting positive impact on our community and environment. We would be thrilled to discuss this opportunity further and explore ways in which we can collaborate to achieve our shared goals.

Thank you for considering our request. We look forward to the possibility of partnering with your organization to make Creek Week 2025 an unforgettable and impactful event. Any moneys not used in the current year for Creek Week may be held for Creek Week the following year.

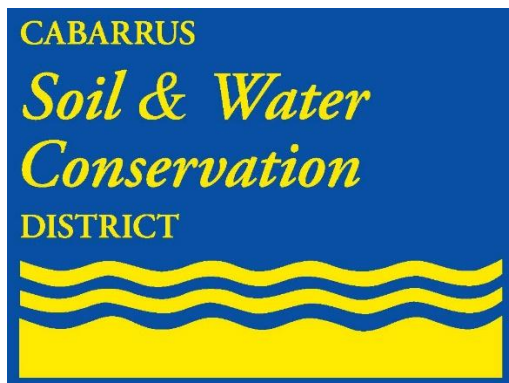
Sincerely,

Abby Weinshenker

Resource Education Coordinator

[arweinshenker@cabarruscounty.us](mailto:arweinshenker@cabarruscounty.us) | 704-920-3300

Cabarrus Soil and Water Conservation District



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Adopted this 18 day of August 2025.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
                    , Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation Trust Fund

### **BRIEF SUMMARY:**

As approved in the June 3, 2025 meeting, the Soil and Water Conservation District Board requests to apply for state and federal Farmland Preservation Grants to purchase development rights for permanent agricultural conservation easements on farmland.

Farmland Preservation supports goals of both the Board of Commissioners and the Soil and Water Conservation District Board by improving the quality of life for county citizens. Permanently protecting farmland ensures the land base necessary for the county's agricultural economy while simultaneously keeping the tax burden low by maximizing the amount of land acreage where the cost of county services are lowest.

Any contracts or cooperative agreements associated with successful grant applications will be submitted to the county for approval along with necessary budget amendment(s).

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to authorize Soil & Water Conservation District staff to submit applications to the North Carolina Agricultural Development, Farmland Preservation Trust Fund and Federal USDA agricultural land easement programs.

### **EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Amy Cook, Resource Conservation Easement Specialist

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Tax Administration - South Carolina Debt Setoff Resolution and Memorandum of Understanding

### **BRIEF SUMMARY:**

To review and approve the resolution and Memorandum of Understanding requesting assistance from South Carolina Debt Setoff to collect delinquent taxes, ambulance fees and other debts owing the County. The initial step in the collection of delinquent debts of residents of South Carolina is the approval of resolution by the governing board.

The Tax Collector wishes to continue to increase the collection rate and reduce insolvency of debts that are due and owing to the county and thereby avail itself to the Setoff Debt Collection Act of 2003. In conjunction with EMS services and other county departments, the approval of this resolution is requested.

### **REQUESTED ACTION:**

Recommended Motion for the Regular Meeting:

Motion to approve the resolution and Memorandum of Understanding.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Janice Morrison, Tax Collection Manager  
David Thrift, Tax Administrator

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▣ Resolution
- ▣ Memorandum of Understanding



**RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN CABARRUS COUNTY AND THE SOUTH CAROLINA ASSOCIATION OF COUNTIES RELATING TO THE SOUTH CAROLINA ASSOCIATION OF COUNTIES BEING AUTHORIZED AND DESIGNATED AS THE CLAIMANT AGENT FOR THE COUNTY PURSUANT TO THE SOUTH CAROLINA SETOFF DEBT COLLECTION ACT OF 2003, AS AMENDED.**

**WHEREAS**, the Setoff Debt Collection Act of 2003, as amended, allows the South Carolina Department of Revenue to render assistance in the collection of delinquent accounts or debts owing to the County; and,

**WHEREAS**, the County entity wishes to increase the collection rate of debts that are due and owing to the County by availing itself of the South Carolina Setoff Debt Collection Act of 2003, as amended, and,

**WHEREAS**, the Board has reviewed and approved the Memorandum of Understanding and Agreement designating the South Carolina Association of Counties to serve as the County's claimant agent;

**NOW, THEREFORE, BE IT RESOLVED**, by Cabarrus County Board of Commissioners, that the Memorandum of Understanding and Agreement between Cabarrus County and the South Carolina Association of Counties relating to the Association serving as the County's claimant agent pursuant to the Setoff Debt Collection Act of 2003, as amended, is approved. A copy of the Memorandum of Understanding and Agreement is incorporated herein by reference.

Adopted this 18<sup>th</sup> day of August, 2025.

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Jeff Jones, Chairman  
Cabarrus County Board of Commissioners

ATTEST:

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Lauren Linker, Clerk to the Board

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
) )  
SOUTH CAROLINA )  
ASSOCIATION OF COUNTIES )  
) )  
(SCAC) )  
) )  
AND )  
) )  
\_\_\_\_\_) )  
(Name of Claimant Agency)

**MEMORANDUM OF  
UNDERSTANDING AND AGREEMENT**

**PARTICIPATION  
IN THE  
SETOFF DEBT  
COLLECTION PROGRAM**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the above referenced Claimant Agency and the South Carolina Association of Counties (SCAC) pursuant to the Setoff Debt Collection Act, S.C. Code §12-56-10 *et seq.* (2003), as amended.

WHEREAS, the Setoff Debt Collection Act authorizes the South Carolina Department of Revenue (Department), to render assistance to collect any delinquent debt, as defined in S.C. Code §12-56-20(4) (2003), owing Claimant Agency; and

WHEREAS, Claimant Agency desires to enter into this Agreement with SCAC in order to participate in the Setoff Debt Collection Act to increase the collection rate of delinquent debts owing to Claimant Agency; and

WHEREAS, SCAC is a political subdivision for purposes of the Setoff Debt Collection Act and is authorized to submit claims on behalf of its members, other political subdivisions, and Claimant Agencies as defined in S.C. Code §12-56-20(1) (2003);

NOW, THEREFORE in consideration of the mutual covenants and agreements, terms and conditions contained herein, it is hereby understood and agreed by and between Claimant Agency and SCAC that:

1. Claimant Agency is a state agency, board, committee, commission, public institution of higher learning, political subdivision or other governmental or quasi-governmental entity of any state or the United States, South Carolina Student Loan Corporation, a housing authority established pursuant to Articles 5, 7, and 9 of Chapter 3 of Title 31 of the South Carolina Code or a member of SCAC and is authorized to participate in the Setoff Debt Collection Act.

2. Claimant Agency hereby designates, appoints, and authorizes SCAC to process for submission to Department Claimant Agency's delinquent debts.

"Delinquent debt" means any sum due and owing Claimant Agency, including collection costs and administrative fees, court costs, fines, penalties, and interest which have accrued through contract, subrogation, tort, operation of law, or any other legal theory regardless of whether there is an outstanding judgment for that sum which is legally collectible and for which a collection effort has been or is being made. Delinquent debt does not include sums owed to a county hospital when the hospital and the debtor have entered into a written payment agreement and the debtor is current in meeting the obligations of the agreement.

3. SCAC agrees to submit delinquent debts to Department. Claimant Agency is responsible

for complying with the notice and appeal provisions and other requirements of the Setoff Debt Collection Act.

4. Upon execution of this Agreement, Claimant Agency shall file a "Participation Form" with SCAC designating a Setoff Debt Coordinator with SCAC. The Setoff Debt Coordinator shall be the designated contact between SCAC and Claimant Agency for all communications and is authorized by Claimant Agency to carry out the requirements of the Setoff Debt Collection Act. The Setoff Debt Coordinator shall supply SCAC with any and all information which in the opinion of SCAC is necessary for the proper implementation of this Agreement.

5. Claimant Agency shall use SCAC's "Entity User Setoff Debt Software Program" or an ASCII file or Excel file layout specified by SCAC to prepare electronic transfer files referred to herein as "Debt Files". If, in the opinion of SCAC, changes to the Entity User Setoff Debt Software Program or specifications for an ASCII file or Excel file are necessary to carry out this program, SCAC shall timely notify Claimant Agency. Claimant Agency covenants and agrees that it shall immediately implement any changes required by SCAC.

SCAC shall not accept any Debt File that is not prepared as specified by SCAC. SCAC will accept Debt Files that are electronically transferred through SCAC's File Transfer Protocol (FTP) software. Paper hard copies shall not be accepted.

Each Debt File submitted to SCAC is deemed to bear a certification that the debts are owing and due Claimant Agency, for which prior efforts to collect have been made, and which Claimant Agency instructs SCAC to submit to Department for collection from a debtor's tax refund or is deemed an authorization to SCAC to notify Department to reduce a previously submitted debt to the amount stated. Each Debt File shall be deemed

to be accompanied by the certification provided in Paragraph 6.

6. SCAC is not, and shall not be liable for a wrongful or improper setoff. Claimant Agency shall file a "Certification Form" upon submission of the initial Debt File each year. Each subsequent Debt File shall be deemed to be accompanied by the Certification Form. The Certification Form shall be a form prescribed by SCAC and shall be substantially as follows:

"I hereby certify that Claimant Agency for whom the associated data file was prepared has complied with all the requirements of the Setoff Debt Collection Act; that Claimant Agency has properly given each individual debtor whose name appears in the data file the notice of intention to set off and Claimant Agency's appeal procedures pursuant to S.C. Code §12-56-62; that each data file submitted containing account reductions, deletions, or protests has been reviewed by me and is, to the best of my knowledge and belief, true, correct, and complete."

7. Not less than thirty (30) days before filing a Debt File with SCAC, Claimant Agency shall provide the debtor with the statutory notice advising the debtor of Claimant Agency's intention to cause the debtor's tax refund to be set off.

8. Only after the required statutory thirty (30) day notice is provided to debtor by Claimant Agency may Claimant Agency transmit a Debt File to SCAC. Debt Files shall be received electronically by SCAC on or before November 1 of the preceding calendar year in which the refund would be paid.

9. Upon receipt of Claimant Agency's Debt File, SCAC shall compile the information and submit the data to Department on or before the date specified each year by Department.

10. No debt totaling less than twenty-five dollars (\$25.00) per individual may be



submitted to SCAC for setoff. This provision does not prohibit submitting in subsequent years, under Paragraph 12 of this Memorandum, those debts which were twenty-five dollars (\$25.00) or more when first submitted to SCAC even though, in subsequent years, that debt is less than twenty-five dollars (\$25.00) because of successful interception(s) resulting in partial payment of the delinquent debt.

11. Pursuant to S.C. Code § 12-56-60, Department shall add to each debt setoff the sum of twenty-five dollars (\$25.00) to defray its administrative cost, and SCAC shall, pursuant to S.C. Code §12-56-63, add twenty five dollars (\$25.00) to each debt to defray its administrative costs. SCAC's twenty-five dollars (\$25.00) shall be retained by SCAC in the event of a successful interception.

“Successful interception” means Department matched a debt submitted by SCAC against a tax refund for interception and payment towards a delinquent debt owed to Claimant Agency.

12. In the event of partial payment of a delinquent debt, the balance of the debt may be submitted in a following year. Twenty-five dollars (\$25.00) shall be added to the debt and retained by SCAC upon successful interception of a tax return in a subsequent year, notwithstanding the previous year's interception and payment.

13. Claimant Agency acknowledges that Claimant Agency is responsible for the notice and hearing requirements of the Setoff Debt Collection Act and that SCAC is exempt from these provisions of the Setoff Debt Collection Act. Claimant Agency affirms to SCAC that it will comply with the notice and hearing procedures required by the Setoff Debt Collection Act.

14. Claimant Agency shall file an “Appointment of Hearing Officer” form with SCAC certifying the appointment of a hearing officer. If the appointed hearing officer is

unable to serve at any time, Claimant Agency shall appoint another officer and file a new “Appointment of Hearing Officer” form with SCAC.

15. Within seven (7) calendar days of Claimant Agency's receipt of a debtor's “Notice of Protest,” Claimant Agency shall send the Notice of Protest to SCAC. At the same time, Claimant Agency shall notify SCAC with a Debt File marking the protested delinquent debt as a protest account.

Claimant Agency shall conduct a protest hearing in conformity with the Setoff Debt Collection Act and shall provide SCAC with a copy of the “Certification of Hearing” and “Decision of Hearing Officer” no later than seven (7) calendar days from the date these forms are executed by the hearing officer. If further appeal is taken, Claimant Agency shall immediately file copies of all pleadings and papers with Department and SCAC.

Upon resolution of a protest, Claimant Agency shall notify SCAC of the resolution of the protest by sending a Debt File either reducing the balance or taking the debt out of protest status.

16. If Claimant Agency is found to be entitled to no part of the amount of a setoff, it shall make a refund to the debtor in an amount equal to the amount retained by Department, including administrative costs paid to Department and to SCAC along with interest, if any, as required by the Setoff Debt Collection Act.

17. SCAC shall remit to Claimant Agency through a check or an electronic bank deposit funds received from Department within a reasonable time from the date of receipt from Department. Thereafter, SCAC shall provide Claimant Agency an accounting of the funds collected which will include the name of the debtor, the debtor's social security number, and the amount of the setoff. Claimant Agency shall provide debtors with proper notice of payment

and balance, if any, as required by the Setoff Debt Collection Act.

18. Claimant Agency shall hold SCAC free and harmless and shall indemnify SCAC against any and all damages, claims, causes of action, injuries, actions, liabilities, or proceedings arising from the performance of SCAC.

19. This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party; provided, however, that any debts submitted by Claimant Agency to SCAC shall continue to be covered under the terms and conditions of the agreement until SCAC is notified by Department that it has completed the collection cycle for that setoff year.

20. This Agreement is solely between SCAC and Claimant Agency and is not intended to benefit any other person or entity. No debtor and/or taxpayer or their spouse, family member, successor or assign is intended to be a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding and Agreement to be properly executed on the day and year first above written.

Attest:

**On Behalf of Claimant Agency:**

By:

Signature\_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**On behalf of S.C. Association of Counties:**

By:

Signature\_\_\_\_\_

Timothy Winslow, Executive Director  
Post Office Box 8207  
Columbia, SC 29202  
(803) 252-7255

At Columbia, South Carolina  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS WORK SESSION

**August 4, 2025  
5:00 PM**

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**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the August 18, 2025 regular meeting is attached.

**REQUESTED ACTION:**

Recommended Motion:

Motion to approve the agenda for the August 18, 2025 regular meeting as presented.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Deputy Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ▮ Proposed August 18, 2025 Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**August 18, 2025  
6:00 PM**

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### CALL TO ORDER BY THE CHAIRMAN

### PLEDGE OF ALLEGIANCE

### INVOCATION

#### **A. APPROVAL OF THE AGENDA**

#### **B. RECOGNITIONS AND PRESENTATIONS**

1. Proclamation - Child Support Awareness Month
2. Proclamation - Economic Services Appreciation
3. Recognition - Active Living and Parks - Recognize Communications Department
4. Recognition - Emergency Management - Recognize Dawn Gustafson, Emergency Management Planner II
5. Recognition - Human Resources - Recognize Sergeant Marsha Williams On Her Retirement From Cabarrus County Sheriff's Office

#### **C. INFORMAL PUBLIC COMMENTS**

#### **D. 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. Boards and Committees - Appointment - Adult Care Home Community Advisory Committee
2. Boards and Committees - Appointment - Partners Health Management

3. Boards and Committees - Appointments - Public Health Authority of Cabarrus County
4. County Manager - Fiscal Year 2025 Funding Re-appropriations
5. Planning and Development Department - Community Development NCDEQ LIHEAP and HARRP Grant Award Acceptance For FY26
6. Planning and Development Department - Request for Board Approval to Accept NCDEQ Grant Funding – Disaster Recovery Act of 2024 (Part II)
7. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Grant Award
8. Sheriff's Office - Acceptance of Governor's Highway Safety Program (GHSP) Bike Safe Grant
9. Soil and Water - Cabarrus County Creek Week Budget Amendment
10. Soil and Water - Grant Application to North Carolina Agricultural Development and Farmland Preservation Trust Fund
11. Tax Administration - Refund and Release Reports – July 2025
12. Tax Administration - South Carolina Debt Setoff Resolution and Memorandum of Understanding

**E. NEW BUSINESS**

**F. 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. Communications and Outreach - Monthly Summary Report
6. County Manager - Monthly Building Activity Reports
7. EDC - July 2025 Monthly Summary Report
8. Super Cab Co - Monthly Report

**G. GENERAL COMMENTS BY BOARD MEMBERS**

**H. CLOSED SESSION**

**I. ADJOURN**

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

**August 4, 2025  
5:00 PM**

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### **AGENDA CATEGORY:**

Closed Session

### **SUBJECT:**

Closed Session - Consult with Attorney Including Pending Litigation (Downs v. Cabarrus County), Location or Expansion of Industries or Business and Personnel

### **BRIEF SUMMARY:**

A closed session is needed to consult with attorney including pending litigation (Downs v. Cabarrus County), location or expansion of industries or business and personnel as authorized by NCGS 143-318.11(a)(3), (4) and (6).

### **REQUESTED ACTION:**

Motion to go into closed session to consult with attorney including pending litigation (Downs v. Cabarrus County), location or expansion of industries or business and personnel as authorized by NCGS 143-318.11(a)(3), (4) and (6).

### **EXPECTED LENGTH OF PRESENTATION:**

1 Hour or More

### **SUBMITTED BY:**

On behalf of the Board

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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