



CABARRUS COUNTY BOARD OF COMMISSIONERS

**WORK SESSION
NOVEMBER 6, 2017
4:00 P.M.**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1 Including Changes to the Agenda Pg. 128

3. DISCUSSION ITEMS - NO ACTION

3.1 County Manager - Cabarrus County 2017 Fair Update Pg. 3

4. DISCUSSION ITEMS FOR ACTION AT NOVEMBER 20, 2017 MEETING

- 4.1 Proclamation - World Pancreatic Cancer Day 2017 Pg. 5
- 4.2 Cabarrus County Schools - Request Additional Funding for the new Elementary School in Harrisburg Pg. 8
- 4.3 County Manager - Kannapolis City Schools Request Funds to Match Federal Grant Pg. 11
- 4.4 Active Living and Parks - Approval of FY18 Matching Incentive Grant Second Round Requests Pg. 15
- 4.5 Board of Commissioners - Resolution Amending the Board of Commissioners' 2017 Meeting Schedule Pg. 19
- 4.6 County Manager - Amendment to the Cabarrus County Code of Ordinances Pg. 22
- 4.7 County Manager - Improvement to Coddle Creek Reservoir Private Access Road Pg. 25
- 4.8 County Manager - Re-appropriation of Funds for the Purchase of Land for the Carolina Thread Trail Pg. 29
- 4.9 Department of Human Services - FY19 Community Transportation Capital Grant - Public Hearing 6:30 p.m. Pg. 33
- 4.10 Department of Human Services - FY19 Urbanized Area Funding - Public Hearing 6:30 p.m. Pg. 45
- 4.11 Emergency Management - Expansion of Fire Manpower Unit Pg. 57
- 4.12 Emergency Medical Services - Homeland Security Grant Program - HSGP (Pass Through) Pg. 60
- 4.13 Infrastructure and Asset Management - Discussion of Leasing Parking Lots Pg. 97
- 4.14 Sheriff's Office - Approve Bid Award with Hilbish Motor Company for Ford Sedan Police Interceptor Vehicles (Taurus) Pg. 99
- 4.15 Sheriff's Office - North Carolina Governor's Highway Safety Program Local Governmental Resolution Pg. 106

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.

5. APPROVAL OF REGULAR MEETING AGENDA Pg. 123

6. CLOSED SESSION

- 6.1 Closed Session - Pending Litigation, Acquisition of Real Property and Personnel Matters
Pg. 127

7. ADJOURN



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Cabarrus County 2017 Fair Update

BRIEF SUMMARY:

Recap of the 2017 Cabarrus County Fair by the fair staff.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kate Sharpe, Fair Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [2017 Fair Recap BOC Report](#)

2017 CABARRUS COUNTY FAIR RECAP

CELEBRATING 65 YEARS!

2017 Key Points of Interest:

Total Overall Attendance: 70,060

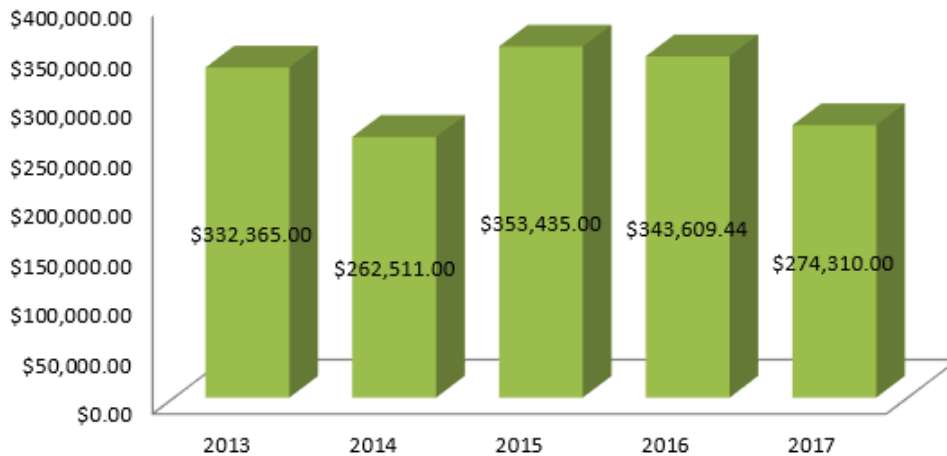
Largest Daily Attendance: 13,525

Total Volunteer Hours: 2,711

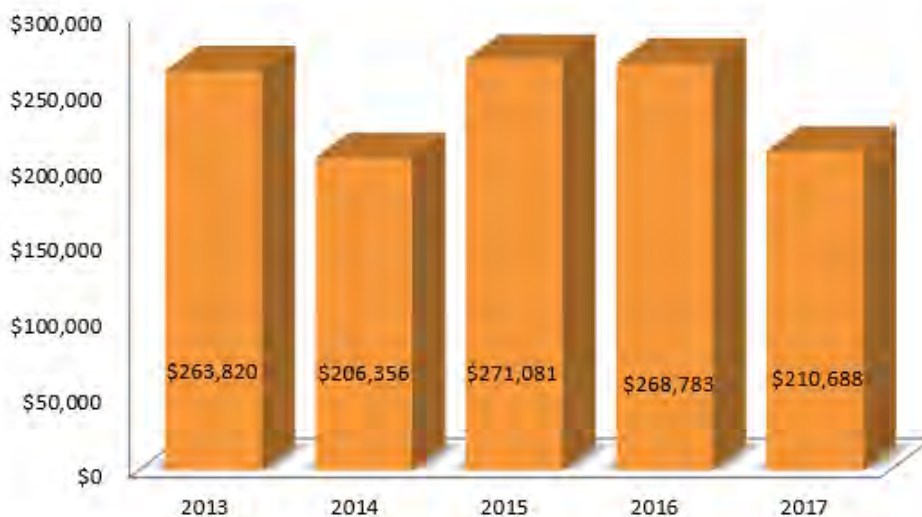
Total Fair Entries: 3,241

Notable Attendance Impact: Hurricane Irma impacted the fair the 1st weekend as local media outlets encouraged citizens to prepare for the storm. Rain/wind from outer bands kept the fair closed on Monday 9/11. While the fair reopened on Tuesday, continued threatening weather throughout the day up until opening detoured visitors.

Gate Revenue 5-Year Comparison



Carnival Receipts 5-Year Comparison



Join us for the 2018 Cabarrus County Fair September 7-15
Visit www.CabarrusCountyFair.com or
call the fair office 704-786-7221

SEPTEMBER 8-16, 2017



Thousands of fairgoers participated in the 2017 Cabarrus County Fair Customer Satisfaction Survey: **99%** said they had FUN, **99%** plan to attend the 2018 Fair and **98%** said the 2017 Fair was Good-Excellent... (81% said it was VERY GOOD-EXCELLENT!) FAIR-tastic News!



5-Year Attendance Breakdown

2013: 81,621

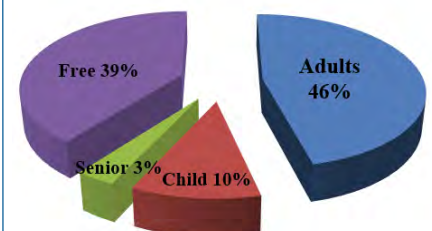
2014: 72,917

2015: 84,927

2016: 81,228

2017: 70,060

Attendance Percentage Breakdown



Attachment number 1 \n



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Proclamation - World Pancreatic Cancer Day 2017

BRIEF SUMMARY:

The Board of Commissioners has been requested to adopt a proclamation recognizing World Pancreatic Cancer Day on November 16, 2017 in order to bring attention to this cancer and the need for a cure.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to adopt the proclamation.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Terri Lea Hugie, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Proclamation - World Pancreatic Cancer Day 2017](#)
-



World Pancreatic Cancer Day 2017 Proclamation

WHEREAS, in 2017, an estimated 53,670 people will be diagnosed with pancreatic cancer in the United States, and 43,090 will die from the disease;

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and it is projected to become the second leading cause around 2020;

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits, at just 9 percent;

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis, while 91 percent of pancreatic cancer patients die within the first five years;

WHEREAS, approximately 1,350 deaths will occur in North Carolina in 2017;

WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death across the world;

WHEREAS, there were an estimated 367,000 new pancreatic cancer cases diagnosed in 2015;

WHEREAS, the good health and well-being of the residents of Cabarrus County are enhanced as a direct result of increased awareness about the symptoms and risk factors of pancreatic cancer, and research into early detection, causes, and effective treatments; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners designates November 16, 2017 as "World Pancreatic Cancer Day" in Cabarrus County.

ADOPTED this 6th day of November 2017.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Cabarrus County Schools - Request Additional Funding for the new Elementary School in Harrisburg

BRIEF SUMMARY:

Cabarrus County Board of Education is requesting additional funds for the new elementary in Harrisburg, primarily due to the legislative mandated class size reductions.

REQUESTED ACTION:

Motion to approve \$4,677,000, and to authorize the Finance Director to prepare the appropriate budget revision and related Capital Project Ordinances.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Tim Lowder, Executive Director of Operations, CCS
Kelly H. Kluttz, Chief Financial Officer, CCS
Susan Fearington, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

☐ [Executed Request Letter](#)



October 17, 2017

The Honorable
Mr. Steve Morris, Chair
Ms. Diane Honeycutt, Vice Chair
Ms. Liz Poole
Mr. Lynn Shue
Mr. Blake Kiger
Cabarrus County Board of Commissioners
65 Church Street, SE
Concord, NC 28026

Re: New Cabarrus County Schools SW Elementary School Additional Funding Request

Dear Board of Commissioners:

As we continue to be good stewards of our communities' tax paying dollars, we strive to provide the citizens with creative, inviting, and safe educational facilities which meet the current needs and provide for growth. With that said, we are sometimes challenged by legislation and economic trends that may jeopardize providing needed growth capacity. We respectfully request the additional funding listed for the new SW Elementary School Project located in Harrisburg, North Carolina.

The following is a breakdown of our requested funding from Cabarrus County Board of Commissioners:

- | | |
|--|-------------|
| 1. Increased construction cost due to additional 15,000 SF of building space as a result of legislative mandated class size reductions and revised construction estimate | \$4,000,000 |
| 2. Utility extension cost | 200,000 |
| 3. Increased Architectural & Engineering Fees | 566,000 |

Total Requested Funding \$4,766,000

Sincerely,

Barry C. Shoemaker, Chair
Cabarrus County Board of Education

Cc: Mrs. Carolyn Carpenter, Mr. Tim Furr, Mr. Vince Powell, Mr. Rob Walter, Mr. David Harrison, Ms. Cindy Fertenbaugh



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

County Manager - Kannapolis City Schools Request Funds to Match Federal Grant

BRIEF SUMMARY:

Kannapolis City School has been awarded a federal grant for McKnight Child Development Center. The grant is for \$255,000 and requires a matching amount of \$85,000. The grant will be used to upgrade the HVAC system, and provide much needed restroom facilities. The Schools are requesting the match funds in the amount of \$85,000 from the County. This project has been on the deferred maintenance list of projects for the schools. Funding for the \$85,000 is proposed to come from the Board of Commissioners Contingency Fund.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Will Crabtree, Director of Operations, Kannapolis City Schools

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [McKnight Request Memo](#)
 - ☐ [Budget Amendment](#)
-



Kannapolis City Schools

100 DENVER STREET
KANNAPOLIS, NC 28083

704-938-1131

FAX: 704-933-6370

<http://www.kannapolis.k12.nc.us>

William F.
Director of Business Operations
Will.Crabtree@kcs.k12.nc.us

October 25, 2017

To: Mike Downs, County Manager

From: Dr. Chip Buckwell, Superintendent
Will Crabtree, Director of Business Operations

Re: Request to Amend Budget for Mcknight Child Development Matching Grant

We would like to request an addition of \$85,000 to our existing capital budget for the purpose of a matching grant received from the Federal Government for Mcknight Child Development Center. The grant is for \$255,000 and requires a matching portion from the school system. The grant will be used to upgrade the HVAC system and provide much needed restroom facilities. Thank you for your consideration of this project.

Budget Revision/Amendment Request

Date: 11/20/2017

Amount: 85,000.00

Dept. Head: Pamela S Dubois

Department: Education

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

Purpose: To allocate funds in the amount of \$85,000 to match a federal grant to make improvements to Mc Knight Child Development Center. The amount of the federal grant is \$255,000.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910/9660	Contingency	1,812,270.00		85,000.00	1,727,270.00
001	9	7230/9702	Kannapolis City Schools	543,709.24	85,000.00		628,709.24
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 2,355,979.24

Budget Officer

☐ Approved

☐ Denied

County Manager

☐ Approved

☐ Denied

Board of Commissioners

☐ Approved

☐ Denied

Signature

Signature

Signature

Date

Date

Date

Attachment number 2 \n



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Active Living and Parks - Approval of FY18 Matching Incentive Grant Second Round Requests

BRIEF SUMMARY:

Active Living and Parks has a Matching Incentive Grant Program that provides seed money for civic, community and school groups to construct, and to improve or acquire recreational and park facilities in Cabarrus County. The grants will fund up to 50 percent of a project.

On October 19, 2017, the Active Living and Parks Commission reviewed six matching incentive grant requests totaling \$53,558 of the remaining \$52,657. The Commission unanimously recommended awarding five community projects in full, with Hartsell Youth Association receiving \$901 less than requested.

REQUESTED ACTION:

Motion to approve the FY18 Matching Incentive Grant Second Round projects as recommended by the Active Living and Parks Commission.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director
Byron Haigler, Active Living and Parks Assistant Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Attached

ATTACHMENTS

- ☐ [ALP Commission Recommendation - MIG Second Round](#)
 - ☐ [MIG Second Round Budget Amendment](#)
-

2017-2018 MIG Applicant Summary First Round				
Organization	Project Title	Request	Complete	Priority Level
AT Allen Elementary PTO	Learning Without Walls	\$7,843.00	Yes	Highest
Weddington Hills Elementary PTO	Trees & Bees	\$2,000.00	Yes	Moderate
Town of Midland	RWP Butterfly Garden	\$12,500.00	Yes	Moderate
FY 17-18 Budget	\$75,000.00			
Applicant Request Total	\$22,343.00			
Remaining Funds	\$52,657.00			

2017-2018 MIG Applicant Summary Second Round				
Organization	Project Title	Request	Priority Level	Recommendation
Weddington Hills PTO	Playground & More	\$12,835.00	Highest	\$12,835.00
Central Cabarrus Booster Club	Tennis Court Repair	\$6,625.00	Highest	\$6,625.00
Patriots Elementary PTO	Redhawk Nature Trail	\$900.00	Highest	\$900.00
Rocky River Elementary PTO	GAGA Pit	\$1,699.00	Highest	\$1,699.00
Carolina Thread Trail	Mills Trailhead Parking Lot	\$25,000.00	Moderate	\$25,000.00
Hartsell Athletic Association	Ballfield Finishing Equipment	\$6,499.00	Moderate	\$5,598.00
Applicant Request Total	\$53,558.00			
FY 17-18 Remaining Funds	\$52,657.00			
	\$901.00			

ALP Commission Recommendation - Fund all applicants with difference taken from Hartsell Athletic Association

Date: 10/24/2017

Amount: \$105,314

Dept. Head: Londa Strong

Department: Active Living and Parks

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose:

Award matching Incentive Grants for FY 18 (second round)

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00198140-9831-0154	Matching Grant	\$105,314.00		\$105,314.00	\$0.00
00168140-6813-0154	Matching Grant	\$52,657.00		\$52,657.00	\$0.00
00198140-9831-0213	Matching Grant-Hartsel	\$0.00	\$11,196.00		\$11,196.00
00168140-6813-0213	Matching Grant-Hartsel	\$0.00	\$5,598.00		\$5,598.00
00198140-9831-0625	Matching Grant-Central	\$0.00	\$13,250.00		\$13,250.00
00168140-6813-0625	Matching Grant-Central	\$0.00	\$6,625.00		\$6,625.00
00198140-9831-0080	Matching Grant-Rocky R	\$0.00	\$3,398.00		\$3,398.00
00168140-6813-0080	Matching Grant-Rocky R	\$0.00	\$1,699.00		\$1,699.00
00198140-9831-0643	Matching Grant-Patriot	\$0.00	\$1,800.00		\$1,800.00
00168140-6813-0643	Matching Grant-Patriot	\$0.00	\$900.00		\$900.00
00198140-9831	Carolina Thread Trail	\$0.00	\$50,000.00		\$50,000.00
00168140-6813	Carolina Thread Trail	\$0.00	\$25,000.00		\$25,000.00
00198140-9831-0217	Matching Grant-Wedding	\$4,000.00	\$25,670.00		\$29,670.00
00168140-6813-0217	Matching Grant-Wedding	\$2,000.00	\$12,835.00		\$14,835.00
	Total				



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Board of Commissioners - Resolution Amending the Board of Commissioners' 2017 Meeting Schedule

BRIEF SUMMARY:

Board members have reviewed their schedules and December 13, 2017 was selected to hold the Cabarrus Summit - 4th Quarterly Meeting at the Cabarrus Arena and Events Center in Concord. The attached resolution approves the updated meeting schedule.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Terri Lea Hugie, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Resolution](#)



**Resolution Amending the
Cabarrus County Board of Commissioners'
2017 Meeting Schedule**

WHEREAS, on December 19, 2016, the Cabarrus County Board of Commissioners adopted a meeting schedule for calendar year 2017, which sets forth the dates, times and locations of various official county meetings;

WHEREAS, the Board desires to hold a summit, at 6:00 p.m. on Wednesday, December 13, 2017 at the Cabarrus Arena and Events Center in Concord, North Carolina;

NOW, THEREFORE BE IT RESOLVED, the Cabarrus County Board of Commissioners hereby amends its 2017 Meeting Schedule as follows:

1. The Board of Commissioners will hold the Cabarrus Summit 2017 4th Quarterly Meeting at 6:00 p.m. on **December 13, 2017** at the Cabarrus Arena and Events Center in Concord, North Carolina.

ADOPTED this 20th day of November 2017.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Terri Lea Hugie, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

County Manager - Amendment to the Cabarrus County Code of Ordinances

BRIEF SUMMARY:

Chapter 20 of the Cabarrus County Code of Ordinances regulates cable television franchises. The State passed legislation that removed the responsibility of approving those franchises from cities and counties, and placing that authority with the state. The Code of Ordinances was not amended; however, that has caused some confusion for citizens. It is recommended that this chapter of the Code be removed.

REQUESTED ACTION:

Motion to approve the Ordinance amending the Cabarrus County Code of Ordinances to remove Chapter 20 "Cable Television."

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

☐ [Ordinance](#)



**ORDINANCE OF THE CABARRUS
COUNTY BOARD OF COMMISSIONERS
AMENDING THE CABARRUS COUNTY CODE OF
ORDINANCES**

WHEREAS, Cabarrus County regulated Cable Television including the granting of franchises through Chapter 20 of the Code of Ordinances; and

WHEREAS, the State of North Carolina adopted legislative changes codified in General Statute Chapter 66 Article 42 entitled "State Franchise for Cable Television Service"; and

WHEREAS, that statute designates the Secretary of State as the exclusive franchising authority for cable service provided over a cable system; and

WHEREAS, the statutory designation replaces the authorization to counties to award a franchise and makes Chapter 20 of the Code of Ordinances unnecessary;

NOW THEREFORE, THE CABARRUS COUNTY BOARD OF COMMISSIONERS RESOLVES THAT: Chapter 20 "Cable Television" of the Cabarrus County Code of Ordinances shall be repealed and the Chapter marked as "Reserved".

Stephen M. Morris, Chairman
BOARD OF COMMISSIONERS OF CABARRUS COUNTY

ATTEST:

Terri Lea Hugie, Clerk to the Board



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

County Manager - Improvement to Coddle Creek Reservoir Private Access Road

BRIEF SUMMARY:

There is an access road off NC 73 adjacent to the Coddle Creek Reservoir to private property. That road and the associated gate were provided by the County as part of the original construction of the reservoir. County and WSACC staff have met with the private property owners and proposed some improvements and changes to that access. There is a letter and map attached that show the proposed improvements. The WSACC Board considered this proposal and has requested that the Board of Commissioners consider splitting the cost of the improvements. Initial estimates, obtained by WSACC staff, is that the total cost would be around \$40,000.

REQUESTED ACTION:

Receive information and provide direction to staff.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Map](#)
 - ☐ [Letter to property owners](#)
-



Road maintenance from gate to homes will be the responsibility of the homeowners

Approximate location of new gate and control. WSACC/County will install the new gate and it will only be accessed by owners of the two private homes. All future maintenance will be the responsibility of the homeowners

New access control installed for WSACC and County access only. WSACC will maintain the road from NC 73 to this point

Drainage pipe installed for property owners. Location to be determined but it will be between NC 73 and dock access.

Existing gate and controls to be removed. Gravel road will be paved 16' wide for first _____' from NC 73 intersection.

DAVIDSON HWY



Office of the County Manager

August 9, 2017

To the Property Owners,

The attached map shows proposed improvements to the private access road off N.C. 73 immediately west of the Coddle Creek Reservoir. There are notes on the map but I will go through the proposed changes to provide further explanation beginning with the one nearest the intersection of the private road and N.C. 73.

- The existing gate and controls will be removed. The private road will be paved for some distance (the length and width of the paved area to be determined) to allow for safer movements onto and off the private road. A sign will be installed to indicate that it is a private road and that parking and access to the reservoir is prohibited. The Water & Sewer Authority (WSACC) will be responsible for maintenance of the road from the N.C. 73 intersection up to the intersection with the side access road for the dock area.
- A drainage pipe and gravel access will be installed for access to the front parcel. The location will be determined based on the best topography to permit that access. This will be the sole access point to that parcel so that the side drainage ditches along the private road remain grassed and function to keep water off the road.
- New access control will be installed on the side road that leads to the dock. Access to this side road will be limited to the Sheriff's Department and WSACC only. WSACC will be responsible for maintenance of the access control and this side road.
- A new gate and controls will be installed in a location that limits access to the remainder of the private road. The material and installation will be the responsibility of WSACC or the County but continuing maintenance will be the responsibility of the property owners at the end of the private road.
- Access to the road beyond this gate will be limited to the owners of the two northernmost parcels and they will be responsible for the maintenance of the private road beyond the gate.

Please send any feedback that you have on these proposals to me at the address listed below or to jbmars@cabarruscounty.us. Once all of the proposed changes have been finalized, the County and WSACC will meet with the property owners to determine final specifications and scheduling for the work. This project will require approval from WSACC and the County.

Sincerely,

Jonathan B. Marshall
Deputy County Manager



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

County Manager - Re-appropriation of Funds for the Purchase of Land for the Carolina Thread Trail

BRIEF SUMMARY:

Two projects were planned and funded for the Carolina Thread Trail Project. One was in FY16 to fund the Benchmark Trails contract for \$59,329. The other was for \$50,000 to purchase land for the project in FY17. The \$59,329 was approved by the Board, but a budget revision was never prepared. A narrative is provided which details the missing budget revision, and lack of funds available to complete the project. It is now time to purchase the Land, and the County needs \$50,000 to fund this purchase. A budget revision is provided to accomplish this fiscal need.

REQUESTED ACTION:

Motion to adopt budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Pamela S. Dubois, Senior Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

ATTACHMENTS

- ☐ [Narrative](#)
 - ☐ [Budget Revision](#)
-

Narrative:

On 11-16-15 the BOC approved Matching Grant Funds in the amount of \$59,329 for the Carolina Thread Trail Project. The Matching Funds available at 6-30-16 in the General Fund was \$118,658 (00198140-9831-0154). However, no Budget Amendment was prepared prior to 6-30-16 to follow the BOC approval. Therefore, the funds dropped into Fund Balance.

As part of the FY17 CIP budget, \$50,000 was allocated for Carolina Thread Trail land purchase. The \$50,000 was recorded in account 34398140-9801-CTT (Land Acquisition) on 6-28-16.

During April 2017, Londa had a need to encumber the funds for the Benchmark Trails contract in the amount of \$59,329. It was then determined that the project had only been funded \$50,000. Thinking that the whole project should have a total budget of \$59,329, a budget amendment was prepared to increase account 34398140-9801-CTT by \$9,329. The funds came from available funds in the Construction and Renovation Multi-Year Fund (Fund 343).

On 5-22-17 a budget amendment was prepared to move the \$59,329 from account number 34398140-9801-CTT (Land Acquisition) into 34398140-971041-CTT (Contribution to Carolina Thread Trail). On 5-23-17 a \$59,329 Contract to Benchmark Trails for \$59,329 was encumbered to this account.

10-25-17 - It has been determined that the Carolina Thread Trail Project should have a \$50,000 budget for future land purchases and should have the \$59,329 encumbrance for the Benchmark Trails contract.

Since the County covered the additional \$9,329 for the Benchmark Trails contract, there is only a need to fund the \$50,000 to cover the Carolina Thread Trail land purchase.

Budget Revision/Amendment Request

Date: 11/20/2017

Amount: 50,000.00

Dept. Head: Pamela S Dubois

Department: Other Cont./Constution & Renovations Fund

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose: To appropriate funds from 11/16/2015 for the Carolina Thread Trail Project. The project had two components: Land for \$50,000 and \$59,329 in Design Contracts. The The Design contract was never budgeted and the land was but the land was mixed up with the design contract. Net results , the total project is \$50,000 short and need to be re appropriated.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	1960/9607	Fund Balance appropriated	-	50,000.00		50,000.00
001	9	1960/9708	Cont to Capital Projects Fund	-	50,000.00		50,000.00
							0.00
343	6	8140/6902/CTT	Cont from General Fund	-	50,000.00		50,000.00
343	9	8140/6902/CTT	Land	-	50,000.00		50,000.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

Attachment number 2 in



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Department of Human Services - FY19 Community Transportation Capital Grant

BRIEF SUMMARY:

The North Carolina 5311 Community Transportation Capital Grant provides funding for the county transportation capital costs such as vehicle replacement and vehicle tablets. This grant requires a 10 percent match. A public hearing is required to apply for this grant.

REQUESTED ACTION:

Motion to hold a public hearing. Motion to accept the FY19 5311 Community Transportation Capital Grant and related resolutions.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Program Resolution](#)
 - ☐ [Human Services Resolution](#)
 - ☐ [Public Hearing Record](#)
 - ☐ [Public Hearing Minutes](#)
 - ☐ [Local Share Certification](#)
 - ☐ [Public Hearing Notice](#)
 - ☐ [Public Hearing Notice_Spanish](#)
-

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2019 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* County Manager of Cabarrus County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* _____ (Certifying Official's Title) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

*Notary Public **

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

HUMAN SERVICE AGENCY TRANSPORTATION RESOLUTION

State Funds

FY 2019 RESOLUTION

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Human Service Transportation funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances, and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services; and

WHEREAS, the funds applied for may be Administrative, Operating, Planning or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may only apply for funding for "purchase-of-service" projects under the Section 5310 program

WHEREAS, *(Legal Name of Applicant)* Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, and all administrative requirements related to the applications made to and grants received from the North Carolina Department of Transportation;

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** County Manager of Cabarrus County is hereby authorized to submit a grant application for state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* _____

*Notary Public **

Printed Name and Address

My commission expires *(date)* _____

Affix Notary Seal Here

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: _____

DATE: _____

PLACE: _____

TIME: _____

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (*Legal Name of Applicant*) _____ do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (*NO public comments*)

☐ (*Public Comments were made and meeting minutes will be submitted after board approval*)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Shantray Dickens the Title VI Manager at telephone number 919.508.1896 or email at sddickens@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:		National Origin:

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2019 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2019, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into Partner Connect as a supporting document.

Final Board approved minutes must be uploaded by December 15, 2017.

LOCAL SHARE CERTIFICATION FOR FUNDING

Cabarrus County
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ _____	\$ _____
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Capital	\$ <u>312,250</u>	\$ <u>31,255</u> (10%)
Mobility Management	\$ _____	\$ _____ (10%)
5307 Capital	\$ <u>196,500</u>	\$ <u>39,300</u> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>508,750</u>	\$ <u>70,555</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Grant Applied To</u>	<u>Amount</u>
<u>General Fund</u>	<u>5311 Capital</u>	\$ <u>31,255</u>
<u>General Fund</u>	<u>5307 Capital</u>	\$ <u>39,300</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>70,555</u>

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2019 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2018**, which has a period of performance of July 1, 2018 – June 30, 2019.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed FY19 5311 Community Transportation Program Application and the FTA 5307 Urbanized Formula application to be submitted to the North Carolina Department of Transportation no later than November 3, 2017. The public hearing will be held on November 20, 2017 at 6:30 pm in the Board of Commissioners' Meeting Room located on the second floor of the Cabarrus County Governmental Center, 65 Church Street SE, Concord, North Carolina.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact the ADA Coordinator at 704-920-2100 48 hours prior to public meeting.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Cabarrus County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Cabarrus County Transportation Services are rendered by Cabarrus County.

The total estimated amount requested for the period ***July 1, 2018 through June 30, 2019.***

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Capital (Vehicles & Other)	\$ 312,250	\$ 31,255 (10%)
5310 Operating	\$	\$ (50%)
5307 Capital	\$ 196,500	\$ 39,300 (20 %)
TOTAL PROJECT	\$ 508,750	\$ 70,555

Total Funding Request

Total Local Share

This application may be inspected at 1303 South Cannon Blvd, Kannapolis, North Carolina 28083 from 8:00 am - 5:00 pm. Written comments should be directed to rwbushey@CabarrusCounty.us before October 16, 2017.

AVISO DE AUDIENCIA PÚBLICA

Financiamiento del estado sección 5311 (ADTAP), 5310, 5339, 5307 y aplicable, o combinación de éstos.

Esto es para informar al público que se celebrará una audiencia pública sobre la propuesta FY19 5311 comunidad programa solicitud de transporte y la aplicación de TLC 5307 urbanizado fórmula que se presentará al Departamento de transporte de Carolina del Norte no más tarde que el 03 de noviembre de 2017. La audiencia pública se celebrará el 20 de noviembre de 2017 en 18:30 en sala de reuniones de la Junta de Comisionados en el segundo piso del centro de la gubernamental del Condado de Cabarrus, 65 iglesia Street SE, Concord, North Carolina.

Los interesados en asistir a la audiencia pública y necesidad de ayudas auxiliares o servicios bajo las Americans with Disabilities Act (ADA) o un traductor de idiomas deben comunicarse con el Coordinador de ADA en 704-920-2100 48 horas antes de la reunión pública

El programa de transporte de la comunidad proporciona asistencia para coordinar los programas de transporte en El Condado de Cabarrus así como opciones de transporte y servicios para las comunidades dentro de esta área de servicio. Estos servicios son proporcionados actualmente usando Transporte Condado de Cabarrus servicios son prestados por El Condado de Cabarrus.

La cantidad total estimada que se solicitó para el período **01 de julio de 2018 a través de 30 de junio de 2019.**

<u>Proyecto</u>	<u>Cantidad total</u>	<u>Compartir local</u>	
Capital (vehículos y otros)	\$ 312.250	\$ 31.255	(10%)
5310 operativo	\$	\$	(50%)
Capital de 5307	\$ 196.500	\$ 39.300	(20%)
TOTAL DEL PROYECTO	\$ 508.750	\$ 70.555	

Solicitud de financiación total

Total cuota Local

Esta aplicación puede ser inspeccionada en 1303 sur Cannon Blvd, Kannapolis, NC 28083 de 8:00-17:00. Comentarios por escrito deben dirigirse a rwbushey@CabarrusCounty.us antes de 16 de octubre de 2017.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Department of Human Services - FY19 Urbanized Area Funding

BRIEF SUMMARY:

The Urbanized Area Formula Funding Program (49 U.S.C. 5307) makes federal resources available to urbanized areas, to govern transit capital and operating assistance in urbanized areas, and for transportation-related planning. An urbanized area is an incorporated area with a population of 50,000 or more that is designated as such by the U.S. Department of Commerce, Bureau of the Census. This grant requires a 20 percent local match. A public hearing is required to apply for this grant.

REQUESTED ACTION:

Motion to hold a public hearing. Motion to accept the FY19 5307 Urbanized Area Grant and related Resolutions.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Program Resolution](#)
 - ☐ [Human Services Resolution](#)
 - ☐ [Public Hearing Record](#)
 - ☐ [Meeting Minutes](#)
 - ☐ [Local share certification](#)
 - ☐ [Public Hearing Notice](#)
 - ☐ [Public Hearing Notice_Spanish](#)
-

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2019 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)* County Manager of Cabarrus County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (Certifying Official's Name)* _____ (Certifying Official's Title) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

*Notary Public **

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

HUMAN SERVICE AGENCY TRANSPORTATION RESOLUTION

State Funds

FY 2019 RESOLUTION

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Human Service Transportation funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances, and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services; and

WHEREAS, the funds applied for may be Administrative, Operating, Planning or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may only apply for funding for "purchase-of-service" projects under the Section 5310 program

WHEREAS, *(Legal Name of Applicant)* Cabarrus County hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, and all administrative requirements related to the applications made to and grants received from the North Carolina Department of Transportation;

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** County Manager of Cabarrus County is hereby authorized to submit a grant application for state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* _____

*Notary Public **

Printed Name and Address

My commission expires *(date)* _____

Affix Notary Seal Here

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: _____

DATE: _____

PLACE: _____

TIME: _____

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (*Legal Name of Applicant*) _____ do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (*NO public comments*)

☐ (*Public Comments were made and meeting minutes will be submitted after board approval*)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Shantray Dickens the Title VI Manager at telephone number 919.508.1896 or email at sddickens@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:		National Origin:

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

FY 2019 Public Hearing Meeting Minutes

To support the combined program Resolution for FY 2019, a copy of the minutes from your public hearing reflecting the grant funds applied for must be uploaded into Partner Connect as a supporting document.

Final Board approved minutes must be uploaded by December 15, 2017.

LOCAL SHARE CERTIFICATION FOR FUNDING

Cabarrus County
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ _____	\$ _____
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ _____	\$ _____ (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (20%)
Capital	\$ <u>312,250</u>	\$ <u>31,255</u> (10%)
Mobility Management	\$ _____	\$ _____ (10%)
5307 Capital	\$ <u>196,500</u>	\$ <u>39,300</u> (20%)
_____	\$ _____	\$ _____ (%)
_____	\$ _____	\$ _____ (%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>508,750</u>	\$ <u>70,555</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Grant Applied To</u>	<u>Amount</u>
<u>General Fund</u>	<u>5311 Capital</u>	\$ <u>31,255</u>
<u>General Fund</u>	<u>5307 Capital</u>	\$ <u>39,300</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>70,555</u>

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing **Cabarrus County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2019 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2018**, which has a period of performance of July 1, 2018 – June 30, 2019.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed FY19 5311 Community Transportation Program Application and the FTA 5307 Urbanized Formula application to be submitted to the North Carolina Department of Transportation no later than November 3, 2017. The public hearing will be held on November 20, 2017 at 6:30 pm in the Board of Commissioners' Meeting Room located on the second floor of the Cabarrus County Governmental Center, 65 Church Street SE, Concord, North Carolina.

Those interested in attending the public hearing and needing either auxiliary aids or services under the Americans with Disabilities Act (ADA) or a language translator should contact the ADA Coordinator at 704-920-2100 48 hours prior to public meeting.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Cabarrus County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Cabarrus County Transportation Services are rendered by Cabarrus County.

The total estimated amount requested for the period ***July 1, 2018 through June 30, 2019.***

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Capital (Vehicles & Other)	\$ 312,250	\$ 31,255 (10%)
5310 Operating	\$	\$ (50%)
5307 Capital	\$ 196,500	\$ 39,300 (20 %)
TOTAL PROJECT	\$ 508,750	\$ 70,555

Total Funding Request

Total Local Share

This application may be inspected at 1303 South Cannon Blvd, Kannapolis, North Carolina 28083 from 8:00 am - 5:00 pm. Written comments should be directed to rwbushey@CabarrusCounty.us before October 16, 2017.

AVISO DE AUDIENCIA PÚBLICA

Financiamiento del estado sección 5311 (ADTAP), 5310, 5339, 5307 y aplicable, o combinación de éstos.

Esto es para informar al público que se celebrará una audiencia pública sobre la propuesta FY19 5311 comunidad programa solicitud de transporte y la aplicación de TLC 5307 urbanizado fórmula que se presentará al Departamento de transporte de Carolina del Norte no más tarde que el 03 de noviembre de 2017. La audiencia pública se celebrará el 20 de noviembre de 2017 en 18:30 en sala de reuniones de la Junta de Comisionados en el segundo piso del centro de la gubernamental del Condado de Cabarrus, 65 iglesia Street SE, Concord, North Carolina.

Los interesados en asistir a la audiencia pública y necesidad de ayudas auxiliares o servicios bajo las Americans with Disabilities Act (ADA) o un traductor de idiomas deben comunicarse con el Coordinador de ADA en 704-920-2100 48 horas antes de la reunión pública

El programa de transporte de la comunidad proporciona asistencia para coordinar los programas de transporte en El Condado de Cabarrus así como opciones de transporte y servicios para las comunidades dentro de esta área de servicio. Estos servicios son proporcionados actualmente usando Transporte Condado de Cabarrus servicios son prestados por El Condado de Cabarrus.

La cantidad total estimada que se solicitó para el período **01 de julio de 2018 a través de 30 de junio de 2019.**

<u>Proyecto</u>	<u>Cantidad total</u>	<u>Compartir local</u>	
Capital (vehículos y otros)	\$ 312.250	\$ 31.255	(10%)
5310 operativo	\$	\$	(50%)
Capital de 5307	\$ 196.500	\$ 39.300	(20%)
TOTAL DEL PROYECTO	\$ 508.750	\$ 70.555	

Solicitud de financiación total

Total cuota Local

Esta aplicación puede ser inspeccionada en 1303 sur Cannon Blvd, Kannapolis, NC 28083 de 8:00-17:00. Comentarios por escrito deben dirigirse a rwbushey@CabarrusCounty.us antes de 16 de octubre de 2017.



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Emergency Management - Expansion of Fire Manpower Unit

BRIEF SUMMARY:

The Fire Manpower Unit has been successful in supplementing the Volunteer Fire Departments' response to emergencies. It is proposed that the hours of operation and staffing be expanded to increase the days and times that the unit is available for support. The addition of one full-time firefighter position would allow the creation of two shifts of three firefighters per shift. This would allow the operating hours to be expanded to 12 hours per day, 7 days per week with a flex day on Wednesday of 8 hours of operation.

REQUESTED ACTION:

Motion to approve the addition of a firefighter position to the Fire Services portion of the Emergency Management Department.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Jonathan B. Marshall, Deputy County Manager
Bobby Smith, Emergency Management Director
Steven Langer, Fire Marshal

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [Manpower Unit schedule](#)
-

January 2018

January 2018						
Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27
29	30	31				

February 2018						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 31	Jan 1, 18	2	3	4	5	6
7	8	9	10	11 7:00am A Shift (12 hours) (7:00 a.m.-7:00 p.m)	12 7:00am B Shift (12 hours) (7:00 am- 7:00 pm)	13 7:00am B Shift (24 hours) (7 a.m.-7 p.m.)
14 7:00am B Shift (36 hours) (7 am-7 pm)	15 7:00am A Shift (24 hours) (7 am- 7 pm)	16 7:00am A Shift (36 hours) (7 am- 7 pm)	17 7:00am B Short Shift (44 hours) (7 am- 3 pm)	18 7:00am B Shift (12 hrs) (7 am- 7 pm)	19 7:00am A Shift (12 hours) (7 am - 7 pm)	20 7:00am A Shift (24 hours) (7 a.m. to 7 p.m.)
21 7:00am A Shift (36 Hours) (7 a.m. - 7 p.m.)	22 7:00am B Shift (24 hours) (7 am- 7 pm)	23 7:00am B Shift (36 Hours) (7 a.m. - 7 p.m.)	24 END OF PAY PERIOD 7:00am A Short Shift (44 Hours) (7 a.m. -3 p.m.)	25 7:00am A Shift (12 hours) (7:00 a.m.-7:00 p.m)	26 7:00am B Shift (12 hours) (7:00 am- 7:00 pm)	27 7:00am B Shift (24 hours) (7 a.m.-7 p.m.)
28 7:00am B Shift (36 hours) (7 am-7 pm)	29 7:00am A Shift (24 hours) (7 am- 7 pm)	30 7:00am A Shift (36 hours) (7 am- 7 pm)	31 7:00am B Short Shift (44 hours) (7 am- 3 pm)	Feb 1	2	3



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Emergency Medical Services - Homeland Security Grant Program - HSGP (Pass Through)

BRIEF SUMMARY:

This is a pass through grant. We will be receiving reimbursement of \$30,468 after we purchase the three required items. We are participating in this program as part of Domestic Preparedness Region (DPR) 7. We will serve as the host county in the same fashion Cabarrus County Emergency Management has in the past for this grant program. As a result of our hosting, we will retain one all utility terrain vehicle (UTV) and then transfer the other UTV with trailer to another county in the region.

Vendor number is 56186. Contract number is 20180174.

REQUESTED ACTION:

Motion to approve revised contract and budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Alan Thompson, EMS Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [HSGP EMS Grant](#)
-



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

CFDA #: 97.067

Fiscal Year 2017

Grant #: EMW-2017-SS-00085-S01

SUB AWARD NOTIFICATION

Bobby Smith
Cabarrus County
PO Box 707
Concord, NC 28026-0707

Period of Performance: September 1, 2017 to February 28, 2020
Project Title(s): Trailer/Ramps
Total Amount of Award: \$30,468.00
MOA#: 1740

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2017 Homeland Security Grant Program (HSGP) investment justification project(s) has been approved for funding. In accordance with the provisions of FY 2017 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2017-SS-00085-S01.

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

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

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

Callion L. Maddox

Callion L. Maddox
Homeland Security Grants Branch Manager

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

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



An Equal Opportunity employer

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

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Roy Cooper, Governor
Erik A. Hooks, Secretary

North Carolina Department of Public Safety

Emergency Management

Michael A. Sprayberry, Director

Homeland Security Grant Program "HSGP"

CFDA #: 97.067

Fiscal Year 2017

Grant Award #: EMW-2017-SS-0085

MEMORANDUM OF AGREEMENT (MOA)**Between****Recipient:**

State of North Carolina
Department of Public Safety
Division of Emergency Management

Sub-Recipient:

Cabarrus County
Tax ID/EIN #: 56-6000281
DUNS #: 086861630

MOA #: 1740

DPS Fund Code: 1502-7A38-35H1

MOA Amount: \$30,468.00

MOA Period of Performance:

September 1, 2017 to February 28, 2020

1. Purpose:

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

2. Program Authorization and Regulations:

This Agreement is authorized under the provisions of (1) The Department of Homeland Security Appropriations Act, 2017 (Pub. L. No. 114-113); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2017 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

Projects managed by the Recipient (State) on behalf of Sub-Recipient (Only)

☐ By checking this Box I request that the Recipient retain funds effective September 1, 2017. Sub-Recipient has agreed to receive grant funds from Recipient. Sub-Recipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$30,468.00 awarded through the FY 2017 HSGP. Sub-Recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness, response and recovery capabilities. See Attachment 1 for detailed Scope of Work.

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3. Compensation:

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

4. Funding Eligibility Criteria:

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

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance;
- ii. Complete any procurement(s) and expenditures no later than February 28, 2020.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- iv. Submit request for reimbursement with all required documentation attached.

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

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

Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:

1. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
2. Completed appropriate report forms with invoices and proof(s) of payment
3. Audit findings and corrective action plans
4. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.**5. Conditions:**

The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2017 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms

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

6. Supplantation:

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

7. Compliance:

Sub-Recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2017 HSGP NOFO announcement. Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

8. Responsibilities:

A. The Recipient shall:

- i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
- ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- iii. The Federal award date is September 1, 2017. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2020.
- iv. Directly monitor the completion of this project.

B. The Sub-Recipient shall:

- i. Expend FY 2017 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFO announcement and the USDHS Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C.

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1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch Grants Manager. Recipient will reimburse Sub-Recipient for eligible costs as outlined in the applicable USDHS Program Guidelines and NOFO announcements. Sub-Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-Recipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- E. Complete the procurement(s) process not later than February 28, 2020.
- F. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15th. (Attachment 2)
- G. Maintain a grant management filing system as required in this MOA.
- H. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- I. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2017 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- J. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-Recipients have not been suspended or debarred from doing business with the Federal government”.
- K. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- L. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by USDHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- N. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

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- O. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- P. Maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.
 - i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The grant summary, cost reports with backup documentation, certificate of title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- Q. No indirect or administrative costs will be charged to this allocation award.
- R. Sub-Recipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the USDHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- S. Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- T. Each Sub-Recipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- U. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

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9. Funding:

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the USDHS and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2017 HSGP NOFO announcement, available at: www.fema.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes:

Sub-Recipient shall be considered to be an independent Sub-Recipient and as such shall be responsible for all taxes.

11. Warranty:

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

12. Audit Requirements:

For all USDHS grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

13. State Property:

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

14. Points of Contact:

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

- i. as of the date of disclosure and/or delivery, is already known to the party receiving such information;
- ii. is or becomes part of the public domain, through no fault of the receiving party;

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- iii. is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or
- iv. is independently developed at the receiving party by someone not privy to the confidential information.

15. Public Records Access:

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

16. Subcontracting:

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

17. Situs:

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

18. Antitrust Laws:

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

19. Other Provisions/Severability:

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

20. Compliance with the law:

Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2017 HSGP NOFO announcement.

21. Entire Agreement:

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

22. Modification:

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

23. Certification of eligibility--Under the Iran Divestment Act:

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

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For Questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

24. Buy American and Hire American:

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

25. Termination:

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2020. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the 2017 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Budget and Scope of Work:

Sub-Recipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement. The Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

Project Costs:

Federal Share:	\$ 30,468.00
State Share:	\$ 0.00
Local Share:	\$ 0.00
TOTAL:	\$ 30,468.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

Sub-Recipient must also provide a semi-annual summary (progress report); no later than July 15th to the NCEM Grant Manager and/or NCEM Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be provided at the Conclusion of Work (if applicable)

- i. Quarterly project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.

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- iii. After action report from exercise.
- iv. Training course roster and description.
- v. Any other documentation that would be pertinent.
- vi. Any invoices detailing the expenses associated with the project.
- vii. Proof of Payment of expenses associated with the project.

27. Lobbying Prohibition:

The Sub-Recipient certifies, to the best of its knowledge and belief, that:

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

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

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964:

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

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor 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 contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The contractor shall provide all information and reports required by the Regulations

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or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

- E. Sanctions for Noncompliance: In the event of the contractors noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

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

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

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

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

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

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

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.

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

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

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

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

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

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

- A. The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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- B. That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act:

The Sub-Recipient agrees:

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

32. Certification Regarding Drug-Free Workplace Requirements (Sub-Recipients Other Than Individuals):

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

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

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

33. Execution and Effective Date:

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2017. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement:

This agreement shall be in effect from September 1, 2017 to February 28, 2020.

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IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2017

NC DEPARTMENT OF
PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

CABARRUS COUNTY
PO BOX 707
CONCORD, NC 28026-0707

DocuSigned by:
BY: Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: Alan Thompson, Director
Cabarrus County EMS

APPROVED AS TO PROCEDURES:

DocuSigned by:
BY: James J. Cherokee
JAMES J. CHEROKEE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

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

DocuSigned by:
BY: Erik A. Hooks
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2017 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina FY 2017 HSGP Sub-Recipient Application

Due: 3/3/17

This application and budget for FY 2017 Homeland Security Grant Program funds must be submitted by email to Meghan Brown, NCEM Homeland Security Planner (Meghan.brown@ncdps.gov) no later than **Friday, March 3rd, 2017**.

Part 1: Basic Information

1.) Project Name
Trailer/Ramps
Project Version (<i>Choose Version 1 unless resubmitting application with changes</i>)
Version 1

2.) Project Description
This project will provide two (2) All-Terrain Vehicles specialized vehicles and one enclosed trailer. These will be used for CBRNE and Haz-Mat incidents and natural and man-made disasters and will come with cargo boxes to hold various equipment to include CBRNE and Haz-Mat equipment. Cabarrus County has agreed to host, maintain and manage this project. The equipment will be trailer based and available for deployment in all DPR 7 counties as well as deployment regionally and statewide. Cabarrus County Emergency Medical Services will serve as the sponsor for this project. Jimmy Lentz, Assistant Director, will be the central point of contact and overall project manager.

3.) State, Local (DPR), or Local Non-DPR Project	Local
If Local, select DPR number	DPR 7

4.) Total Funding Requested
\$34,088

A. Applicant Information

(When awarded a grant, the applicant will be referred to as the sub-recipient)

Applicant	
Cabarrus County	
DUNS Number	086861630
Tax ID Number	56-6000281
Registered in SAM? (Registration is required)	Yes
Type of Organization	Government Entity (Nonprofits must provide proof of status)

B. Applicant Point of Contact Information

(Primary point of contact for all communication regarding the grant, if more than one, add another box)

Name	Jimmy Lentz		
Agency	Cabarrus County Emergency Medical Services		
Title	Assistant Director		
Phone Work	704-920-2606	Phone Mobile	704-791-4278
Mailing Address	31 Willowbrook Drive, NW		

North Carolina FY 2017 HSGP Sub-Recipient Application

Due: 3/3/17

City	Concord	ZIP + 4	28027
Email			

C. MOA Signatory Information:*(Individual who has the authority to sign the grant agreement, add another box if more than one is required)*

Name	Alan Thompson		
Agency:	Cabarrus County Emergency Medical Services		
Title	Director		
Phone Work	704-920-2601	Phone Mobile	704-791-2907
Mailing Address <i>(must be physical address, not PO Box)</i>	31 Willowbrook Drive, NW		
City	Concord	ZIP + 4	28027
Email			

Part 2: Budget Information

In addition to completing this section, applicants will need to submit at least one **Budget Sheet** attachment for every solution area in which they request funding.

1.) Proposed Funding		
Solution Area	Amount of Funding \$	Funds Dedicated to LETP*
Planning	\$	\$
Equipment	\$34,088	\$
Training	\$	\$
Exercises	\$	\$
Total Proposed Funding:	\$34,088	\$

*If applicable, provide the proposed funding amount that will be spent on Law Enforcement Terrorism Prevention (LETP).

Part 3: Grant Proposal Information**A. Historical Information**

1.) Does this project support a previously awarded investment?	No
2.) If yes, from which year?	Choose an item.
3.) Project name?	
4.) How much funding was awarded?	\$
5.) Last completed milestone?	

B. Baseline: New or Ongoing Project

1.) Is this project new or ongoing?	New
2.) This project will	

North Carolina FY 2017 HSGP Sub-Recipient Application

Due: 3/3/17

- ☒ Sustain or continue current capabilities
☐ Complete a current project
☐ Build or increase current capabilities (*Only select if the project will significantly increase capacity*)

C. Project Information**1.) Which of the following State Priorities does the project address?**

- | | |
|--|---|
| <input type="checkbox"/> Cyber Security | <input type="checkbox"/> Threats and Hazard Identification |
| <input type="checkbox"/> Economic Recovery | <input type="checkbox"/> Risk/Disaster Resiliency Assessment |
| <input type="checkbox"/> Fatality Management Services | <input checked="" type="checkbox"/> Mass Search and Rescue Operations |
| <input type="checkbox"/> Intelligence and Information Sharing | <input type="checkbox"/> Public Information and Warning |
| <input checked="" type="checkbox"/> Community Resilience | <input type="checkbox"/> Health and Social Services |
| <input checked="" type="checkbox"/> Mass Care Services | <input type="checkbox"/> Planning |
| <input type="checkbox"/> Public Health and Medical Services | <input type="checkbox"/> Long-term Vulnerability Reduction |
| <input type="checkbox"/> Risk Management for Protection Programs and Activities | <input checked="" type="checkbox"/> Interdiction and Disruption |
| <input type="checkbox"/> Other (<i>Only select this option if this project does not fit in any other category</i>) | |

If other, please explain:

2.) Environmental and Historic Preservation

Does this project require new construction, renovation, retrofitting, or modification of existing structures? No

3.) Regionalization

This equipment will be available for deployment throughout the DPR 7 counties, the Western Branch and be available for deployment statewide.

Deployable? *Can the project be deployed to other jurisdictions?* Yes

Sharable? *If the asset cannot be moved, can it be shared with other jurisdictions?* Choose an item.

4.) Project Management

Cabarrus County Emergency Medical Services will serve as the sponsor for this project. Jimmy Lentz, Assistant Director, will be the central point of contact and overall project manager. Cabarrus County will be responsible for all maintenance and fees to include insurance, taxes and tag. Please see #5 Project Milestones regarding timelines. A Western Branch Multi-Hazard Field Planner will conduct site visits to monitor all facets of this project: paperwork and equipment arrival.

5.) Project Milestones: *Describe the major steps that will occur over the process of completing the project and include the estimated date of those steps. Project plan should be no longer than 36 months.*

Milestone	Date (mm/yyyy)
-----------	----------------

North Carolina FY 2017 HSGP Sub-Recipient Application

Due: 3/3/17

NC enters into MOA with applicant and MOA is executed	10/2017 to 12/2017
Bid specs are developed and project goes out for bid	12/2017 to 03/2018
Bids received, reviewed and project is awarded	3/2018 to 6/2018
Boat and trailer are received	6/2018 to 10/2018
Cost report submitted to NCEM	10/2018 to 12/2018

7.) Fusion CenterDoes this proposal contribute to development and operation of the fusion center? **No***If "Yes", please explain.***Certification: I certify that:**

- ☒ This application includes the following:
 - ☒ Completed application
 - ☒ Completed budget sheet(s)
 - ☐ If applying as a nonprofit, documentation demonstrating nonprofit status
- ☒ This project will be submitted by email to meghan.brown@ncdps.gov on or before Wednesday, March 3, 2017.
- ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. By submitting this project proposal you and all participating entities are certifying that your locality/state agency is NIMS compliant.
- ☒ Submission of the project proposal does not guarantee funding.
- ☒ Any projects allocated funds will be required to check all purchases against the Allowable Equipment Lists <https://www.fema.gov/media-library/assets/documents/101566>
- ☒ Any changes made to this project after the submission deadline must be approved by the Homeland Security Section Grants Branch Manager and an updated application must be submitted.

TOTAL PLANNED EQUIPMENT EXPENDITURES \$	34,088.00
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Attachment number 1 \n

Attachment 2

Quarterly Progress Report

Sub-Recipient: Cabarrus County
 MOA Number: 1740
 FY 2017 HSGP — EMW-2017-SS-00085-S01

Quarter (list dates):

Grant Award Amount: \$ 30,468.00

Funds Expended Prior Quarters:

Funds Expended This Quarter:

Activities	Metric	Current Status
1. Equipment	Dates, current status. For example: list needs identified, items in vendor negotiation, purchased, placed in service, etc.	
2. Planning	Dates, current status. For example: list needs identified, updates or revisions made to plans, or those to be made.	
3. Training	Dates, status of training. For example: list identified needs; training planned, in progress, or conducted (with agenda and roster attached).	
4. Exercise	Dates, status of exercise. For example: list identified needs; exercise(s) planned, in progress, or conducted (with After Action Report attached).	

Report submitted by:

Date:

Quarterly Progress Reports are due:

January 15

April 15

July 15

October 15

Attachment 3

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

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

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

Attachment number 1 in

Grant-Funded Typed Resource Report

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]

Attachment 5

Required Sub-Recipient File Documentation

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

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

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

Attachment 4

The Department of Homeland Security Standard Terms and Conditions 2017

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

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

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

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

Activities Conducted Abroad

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

The Department of Homeland Security Standard Terms and Conditions 2017

Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

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

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

Civil Rights Act of 1964 – Title VI

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

Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

Copyright

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

Debarment and Suspension

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

Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

The Department of Homeland Security Standard Terms and Conditions 2017

Duplication of Benefits

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

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

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

Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department->

The Department of Homeland Security Standard Terms and Conditions 2017

supported-organizations-provide-meaningful-access-people-limited and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Non-supplanting Requirement

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

Notice of Funding Opportunity Requirements

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

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The Department of Homeland Security Standard Terms and Conditions 2017

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Date: 11/20/2017

Amount: \$30,468

Dept. Head: Alan Thompson (prepared by K. Jones)

Department: EMS

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Purpose:

NC Department of Public Safety has awarded Cabarrus County Emergency Medical Services Department \$30,468 through the Homeland Security Grant Program "HSCGP". This will be a pass through grant with the EMS department where they will retain one UTV and then transfer the other UTV and trailer to another County in the region.

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00162730-6378-HSG	UTV Grant-HSG	\$0.00	\$30,468.00		\$30,468.00
00192730-9860	Equipment & Furniture	\$0.00	\$30,468.00		\$30,468.00
	Total				



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Infrastructure and Asset Management - Discussion of Leasing Parking Lots

BRIEF SUMMARY:

The Area Manager of Operations will provide an update on the progress of leasing surface parking lots to help ease the closing of public lot #3 and #4 for the parking deck construction. Funds are being requested from the Board of Commissioners Contingency Fund in the amount of \$10,000 to be added to the original \$10,000 allocated in the 2017 Limited Obligation Bond Fund for parking lease(s).

REQUESTED ACTION:

Motion to approve parking lot lease(s) subject to attorney review, and authorize the Finance Director to prepare the appropriate budget amendment and related 2017 Limited Obligation Bond Project Ordinance.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:



CABARRUS COUNTY

BOARD OF COMMISSIONERS

WORK SESSION

NOVEMBER 6, 2017
4:00 P.M.

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Approve Bid Award with Hilbish Motor Company for Ford Sedan Police Interceptor Vehicles (Taurus)

BRIEF SUMMARY:

The Cabarrus County Sheriff's Office budgeted \$487,500 for fifteen(15) Ford Sedan Police Interceptor Vehicles(Taurus) for FY 2018. Additionally, a Request for Bids was advertised for a Ford Sedan Police Vehicle.

The only bid received was from Hilbish Motor Company in Kannapolis, North Carolina. The bid was for \$24,901 per vehicle. The Sheriff's Office is requesting to award the bid to Hilbish Ford, and to purchase 15 Ford Sedan Police Interceptor Vehicles at a cost of \$373,515.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure.

Motion to approve the bid award with Hilbish Motor Company, and authorize the Cabarrus County Sheriff's Office to purchase 15 Ford Sedan Police Interceptor Vehicles(Taurus) for a cost of \$373,515.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy Paul Hunt

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS

- ☐ [2018 Bid Package for Law Enforcement Vehicles](#)
-

BID RESPONSE PACKAGE

BID RESPONSE FORM

FROM: Name of Bidder: HILBISH MOTOR COMPANY
Street Address: 2600 S CANNON BLVD
KANNAPOLIS NC 28083
Phone #: (704) 938-3121
Fed Tax ID #: 56 06 60637

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY CABARRUS COUNTY FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF THE BID SPECIFICATIONS.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
-------------	--------------------	--------------

SEE ATTACHMENT "A"

Estimated Time for Delivery APPROX 90 DAYS
(after receipt of order)

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

<u>ADDENDUM #</u>	<u>DATE</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I certify this bid complies with the General Specifications and conditions issued by the County except as clearly marked in the attached copy.

(Please print name) BILL OVERCASH

(Authorized Signature) *Bill Overcash*

(Please print title) Sales mgr

(Date) 9-27-17

BID RESPONSE PACKAGE

BID CHECK LIST

Bid Check List: Confirm by placing a check mark in the space provided that as the bidder the information listed below has been reviewed and complied with in the submission of a response to this Invitation to Bid.

(A) N/A Bid bond provided, if required. (See Section 4.2)

(B) Addendum's acknowledged. Please contact the Finance Office representative to verify the number of addendum's issued.

Addendum Receipt:

The following confirms receipt of any and all addenda issued for this Invitation to Bid:

Addendum # Date Issued

(C) ✓ Bid document has been signed by authorized bidder official

(D) ✓ Bid package has been properly labeled per the instructions. (See Section 1.4)

(E) ✓ Bid Response Package including Forms and any related specification Check-off lists.

The signature below certifies the bid response complies with the requirements of this Invitation to Bid and that the above items A through E have been verified as complete.

9-27-17
Date

Bill Overcash
Printed/Typed Name

Bill Overcash
Signature

BID DOCUMENT CERTIFICATION

FY2018 Police Vehicles

The undersigned hereby certifies the bidder has read the terms of this bid document, and is authorized to bind the company to the information herein set forth.

Date: 9-27-17

HILBISH MOTOR COMPANY

Name of Company

BILL OVERCASH- SALES MANAGER

Printed Name and Title

Bill Overcash

Signature

ATTACHMENT "A"

2018 Taurus Base Price Bid Sheet

P2M AWD INTERCEPTOR
E3 ARIZONA BEIGE
R CLOTH/VINYL
W BLACK INTERIOR
500A EQUIP GROUP
.FLEX FUEL
99K 3.7L TIVCT V6
44J 6 SPEED AUTOMATIC TRANSMISSION
FRONT LICENSE BRACKET
21L SPOT LAMP DR
61P POWER PASS SEAT
62D ELECTRONIC TRAY
65L 18" WHEEL COVER
97T TRUNK FAN
62B TRUNK RELEASE BATTERY POWERED

Base Price per Vehicle: \$ 24,901.00

Maximum time period for price guarantee (beyond 120 days): _____

VIRTC1DP 10/1/17 5:53:11

CNGP530

VEHICLE ORDER CONFIRMATION

09/25/17 09:36:27

==>

Dealer: F21656

2018 TAURUS

Page: 1 of 1

Order No: 1000 Priority: L3 Ord FIN: QC794 Order Type: 5B Price Level: 815

Ord Code: 500A Cust/Flt Name: CABARRUS COUN PO Number:

RETAIL

RETAIL

P2M AWD INTERCEPTOR \$29305

SP DLR ACCT ADJ

E3 ARIZONA BEIGE

SP FLT ACCT CR

R CLOTH/VINYL

FUEL CHARGE

W BLACK

B4A NET INV FLT OPT NC

500A EQUIP GRP

DEST AND DELIV 875

.FLEX FUEL

TOTAL BASE AND OPTIONS 31310

99K .3.7L TIVCT V6 NC

TOTAL 31310

44J .6-SPD AUTO TRAN NC

THIS IS NOT AN INVOICE

FRT LICENSE BKT NC

21L SPOT LAMP DR 340

61P POWER PASS SEAT 315

62B TRUNK RELEASE 30

62D ELECTRONIC TRAY 285

65L 18" WHEEL COVER 60

97T TRUNK FAN 100

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00989

V1DP0072

2,6



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**NOVEMBER 6, 2017
4:00 P.M.**

AGENDA CATEGORY:

Discussion Items for Action at the November 20, 2017 Meeting

SUBJECT:

Sheriff's Office - North Carolina Governor's Highway Safety Program
Local Governmental Resolution

BRIEF SUMMARY:

Cabarrus County Sheriff's Office is receiving a grant through the Governor's Highway Safety Program. Lieutenant Aaron Rankin serves as the coordinator and organizer for BikeSafeNC in our region of North Carolina. A grant in the amount of \$10,000 will cover the cost of education event materials, equipment and travel. No local match is required. The Governor's Highway Safety Program (GHSP) supports and oversees the statewide BikeSafeNC.

A BikeSafeNC Regional Law Enforcement Liaison serves as coordinator and organizer for BikeSafeNC activities in his/her respective region. The Governor's Highway Safety Program supports and oversees the statewide BikeSafeNC program. Coordination of this program is accomplished by utilizing six regional BikeSafeNC Regional Law Enforcement Liaison (RLEL) positions. Planning, preparation and reporting activities for BikeSafe training and events occurs through the guidance and coordination efforts of the liaisons. BikeSafeNC RLELs are responsible for continued efforts to promote and involve law enforcement agencies in these lifesaving endeavors. To this end, Law Enforcement Liaisons are required to host events, attend and conduct meetings, assist other BikeSafe agencies with organizing events, respond to public inquiries associated with their region, and report all efforts and activities back to the GHSP Statewide Coordinator. The requested monies for equipment will be used to purchase a larger BikeSafeNC tent. This will be used during special event to promote BikeSafe and motorcycle safety. The in-state

funds will be used to attend quarterly regional meetings. The out-of-state funds will be used to attend the State Motorcycle Safety Administrators Conference.

REQUESTED ACTION:

Motion to adopt resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Sheriff D. Brad Riley, Sheriff's Office
Lt. Aaron Rankin, Sheriff's Office

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

BUDGET AMENDMENT:

Budget Amendment attached

ATTACHMENTS

- ☐ [RESOLUTION](#)
 - ☐ [GRANT APPLICATION](#)
 - ☐ [AGREEMENT](#)
 - ☐ [BUDGET AMENDMENT](#)
-

North Carolina Governor's Highway Safety Program Traffic Safety Project Contract – Form GHSP-01

SECTION A – GENERAL INFORMATION

1. Agency: CABARRUS COUNTY	4. Contact Person for Agency: Aaron Rankin
2. Agency Address: SHERIFF PO Box 525 CONCORD, NC 28026-0525	5. Telephone Number: * +1 (704) 920-3000
	6. Cell Phone: (704) 791-4037
3. Physical Location of Agency * 30 Corban Ave SE, Concord, NC 28025	7. Email of Contact Person * atrankin@cabarruscounty.us
8. Federal Tax ID Number / Type of Agency Federal Tax ID Number: *56-6000281 DUNS No : * 086861630 County: * CABARRUS COUNTY 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	9. Project Year * <input checked="" type="radio"/> New <input type="radio"/> Continuation Year: <input checked="" type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4+
	10. Allocation of Funding * <div style="display: flex; justify-content: space-between;"> Federal % 100.00 Local % 0.00 </div>
11. Project Title: * BikeSafeNC Regional Law Enforcement Liaison	

		Source of Funds	
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs			
Contractual Services			
Commodities Costs			
Other Direct Costs	\$10,000.00	\$10,000.00	\$0.00
Indirect Costs			
Total Project Costs	\$10,000.00	\$10,000.00	\$0.00

13. Specify How Non-Federal Share Will Be Provided: *

Project Number: MC-18-03-06	CFDA#: 20. 600 - State and Community Highway Safety Work Type: Education
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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>)

A BikeSafeNC Regional Law Enforcement Liaison (BS RLEL) serves as coordinator and organizer for BikeSafeNC activities in his/her respective region. The Governor's Highway Safety Program supports and oversees the statewide BikeSafeNC program. Coordination of this program is accomplished by utilizing 6 regional BikeSafeNC RLEL positions. Planning, preparation and reporting activities for BikeSafe training and events occurs through the guidance and coordination efforts of the liaisons. BikeSafeNC RLELs are responsible for continued efforts to promote and involve law enforcement agencies in these lifesaving endeavors. To this end, LEL's are required to host events, attend and conduct meetings, assist other BikeSafe agencies with organizing events, respond to public inquiries associated with their region and report all efforts and activities back to the GHSP Statewide Coordinator. The requested monies for equipment will be used to purchase a larger BikeSafeNC tent. This will be used during special event to promote BikeSafe and motorcycle safety. The in state funds will be used to attend quarterly regional meetings. The out of state funds will be used to attend the SMSA Conference.

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

Year 2014	Occupant Protection Citations	52	DWI Citations	167	Speed Citations	2,311
Year 2015	Occupant Protection Citations	83	DWI Citations	158	Speed Citations	2,652
Year 2016	Occupant Protection Citations	59	DWI Citations	113	Speed Citations	2,359

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 the BikeSafe Program within BikeSafeNC Region six with increased motorcycle safety efforts to decrease statewide motorcycle fatalities by 20% from the 2011-2015 average of 188 to 150 by September 30, 2018.

Objectives: Promote the BikeSafeNC program by contacting all Motorcycle Dealers, Motorcycle Clubs, and Associations within the Region at least one time by September 30, 2018.
Conduct at a minimum 4 BikeSafe Site Coordinator (BSSC) meetings to discuss current highway safety activities, BikeSafe and GHSP issues, training opportunities, and legal updates and concerns.
Compile a quarterly regional report and submit to the GHSP BikeSafe NC Statewide Coordinator within 15 days after the end of the quarter that includes a summary of the Site Coordinators Meetings and activities by the BS RLEL.
Contact local media outlets with information about BikeSafe initiatives, educational events or other traffic safety topics three times a 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 25% from the 2008-2012 average of 1,317 to 988 by 2020.
- ☐ Reduce NC's alcohol-related fatalities by 35% from the 2008-2012 average of 386 to 251 by 2020.
- ☐ Reduce NC's unrestrained fatalities by 30% from the 2008-2012 average of 407 to 285 by 2020.
- ☐ Reduce NC's speed-related fatalities by 25% from the 2008-2012 average of 479 to 359 by 2020.
- ☐ Reduce NC's young driver-involved fatal crashes by 30% from the 2008-2012 average of 196 to 137 by 2020.
- ☒ Reduce NC's motorcycle fatalities by 25% from the 2008-2012 average of 177 to 133 by 2020.
- ☐ Increase NC's seat belt usage rate 4.4 percentage points to 95% by 2020.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
1		
2		
3		
4		
5		
6		
7		
8		
9		

10		
		Total Salaries Cost:
#	Personnel Fringe Benefits	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
		Total Fringe Benefits Cost:
		Total Personnel Costs:
Contractual Services		
#	Contractual Service To Be Provided	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
		Total Contractual Services:
Commodities Costs		
#	Commodities	Cost
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Total Commodities Cost:

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1				
2				
3				
4				
5				
6				
7				
8				

Total Equipment Cost

#	Other Items and Equipment Direct Cost: <i>(Cost Limited to Less Than \$5000 Per Item)</i>	Cost
1	BikeSafe Tent, Table Cloth, Sail flag	\$5,000.00
2		
3		
4		
5		
6		
7		
8		

Total Other Items and Equipment Direct Cost: \$5,000.00

#	Travel	Cost
1	In-State Travel	\$2,500.00
2	Out-of-State Travel	\$2,500.00

Total Travel Cost: \$5,000.00

Total Other Direct Costs: \$10,000.00

Indirect Costs

#	Indirect Costs	Cost
1		
2		
3		
4		

Total Indirect Costs

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)

Attend all GHSP meetings and events

Conduct Site Coordinators meeting to discuss current BikeSafe & GHSP issues.

Compile a quarterly regional report and submit to the GHSP BikeSafe NC Statewide Coordinator

Make contact with a minimum of three Motorcycle Dealers, Motorcycle Clubs within the Region.

Reach out to a minimum of one local media outlet with information about BikeSafe initiatives

Second Quarter (January, February, March)

Attend all GHSP meetings and events

Conduct Site Coordinators meeting to discuss current BikeSafe & GHSP issues.

Compile a quarterly regional report and submit to the GHSP BikeSafe NC Statewide Coordinator

Make contact with a minimum of three Motorcycle Dealers, Motorcycle Clubs within the Region.

Reach out to a minimum of one local media outlet with information about BikeSafe initiatives

Third Quarter (April, May, June)

Attend all GHSP meetings and events

Conduct Site Coordinators meeting to discuss current BikeSafe & GHSP issues.

Compile a quarterly regional report and submit to the GHSP BikeSafe NC Statewide Coordinator

Make contact with a minimum of three Motorcycle Dealers, Motorcycle Clubs within the Region.

Reach out to a minimum of one local media outlet with information about BikeSafe initiatives

Fourth Quarter (July, August, September)

Attend all GHSP meetings and events

Conduct Site Coordinators meeting to discuss current BikeSafe & GHSP issues.

Compile a quarterly regional report and submit to the GHSP BikeSafe NC Statewide Coordinator

Make contact with a minimum of three Motorcycle Dealers, Motorcycle Clubs within the Region.

Reach out to a minimum of one local media outlet with information about BikeSafe initiatives

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:

Oct 19, 2017

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".

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);
 - (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) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (b) 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;
 - (c) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (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 1300.
- (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 and/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, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. 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 NHTSA.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier 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 1300.

- (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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - (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, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
 - (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 contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal 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 only steel, iron and manufactured products produced in the United States with Federal funds, 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 to and approved 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 and .

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. **Promotional, Educational or Other Materials.** If allowed, any promotional, 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.
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. **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.
19. **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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. Agency Fiscal Year.** The end date for the Agency's fiscal year is 06/30/2018
- 30. Signature.** By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME <i>Aaron Thomas Rankin</i>	TITLE <i>LIEUTENANT</i>	ADDRESS <i>28025 30 CORBAN AVE SE CONCORD, NC</i>
SIGNATURE <i>Aaron Thomas Rankin</i>	DATE <i>10/16/2017</i>	TELEPHONE NUMBER <i>704-920-3000</i>
AGENCY AUTHORIZING OFFICIAL		
NAME <i>Brad Riley</i>	TITLE <i>Sheriff</i>	ADDRESS <i>30 Corban Ave SE Concord, NC 28025</i>
SIGNATURE <i>Brad Riley</i>	DATE <i>10/20/2017</i>	TELEPHONE NUMBER <i>704-920-3000</i>
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

Cabarrus County Budget Amendment Request

Date: 11/20/2017

Amount: \$10,000.00

Dept. Head: Benita Conrad

Department: Sheriff Department

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

To record the North Carolina Governor's Highway Safety Program Grant

Account Number	Account Name	Approved Budget	Inc Amount	Dec Amount	Revised Budget
00162110-6606-GHSP	Program Fees-GHSP	\$0.00	\$10,000.00		\$10,000.00
00192110-9333-GHSP	Safety Equipment-GHSP	\$0.00	\$10,000.00		\$10,000.00
	Total				



CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

NOVEMBER 20, 2017
6:30 P.M.

MISSION STATEMENT

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

CALL TO ORDER BY THE CHAIRMAN

PRESENTATION OF COLORS

GIRL SCOUT TROOP 2377
CENTER UNITED METHODIST CHURCH

INVOCATION

PASTOR MIKE EDWARDS
PIEDMONT BAPTIST CHURCH

A. APPROVAL OR CORRECTION OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. Department of Human Services - Transportation Performance Award

D. INFORMAL PUBLIC COMMENTS (Each speaker is limited to 3 minutes)

E. OLD BUSINESS

1. Solid Waste - Ordinance Acknowledging Solid Waste Collection and Disposal Franchise Agreement with Republic Services of Charlotte and Awarding of Franchise Agreement to Republic Services of Charlotte - Second Reading

F. CONSENT AGENDA

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

1. Active Living and Parks - Approval of FY18 Matching Incentive Grant Second Round Requests
2. Board of Commissioners - Resolution Amending the Board of Commissioners' 2017 Meeting Schedule
3. County Manager - Amendment to the Cabarrus County Code of Ordinances
4. County Manager - Improvement to Coddle Creek Reservoir Private Access Road
5. County Manager - Kannapolis City Schools Request Funds to Match Federal Grant
6. County Manager - Re-appropriation of Funds for the Purchase of Land for the Carolina Thread Trail
7. Emergency Management - Expansion of Fire Manpower Unit
8. Emergency Medical Services - Homeland Security Grant Program - HSGP (Pass Through)
9. Infrastructure and Asset Management - Discussion of Leasing Parking Lots
10. Sheriff's Office - North Carolina Governor's Highway Safety Program Local Governmental Resolution
11. Sheriff's Office - Request to Award a Service Weapon to Deputy Chris Pope Upon Retirement
12. Tax Administration - Refund and Release Reports - October 2017

G. NEW BUSINESS

1. Economic Development Investment - Project Mix - Public Hearing 6:30 p.m.
2. Department of Human Services - FY19 Community Transportation Capital Grant - Public Hearing 6:30 p.m.
3. Department of Human Services - FY19 Urbanized Area Funding – Public Hearing 6:30 p.m.
4. Cabarrus County Schools - Request Additional Funding for the new Elementary School in Harrisburg

H. APPOINTMENTS TO BOARDS AND COMMITTEES

1. Appointments (Removal) - Transportation Advisory Board

I. REPORTS

1. Board of Commissioners - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. County Manager - Monthly Building Activity Reports
3. County Manager - Monthly New Development Report
4. Department of Human Services - Quarterly Statistical Report
5. Economic Development Corporation - October 2017 Monthly Summary Report
6. Finance - Monthly Financial Update
7. Request for Applications for County Boards/Committees Report

J. GENERAL COMMENTS BY BOARD MEMBERS

K. WATER & SEWER DISTRICT OF CABARRUS COUNTY

L. CLOSED SESSION

M. ADJOURN

IN ACCORDANCE WITH ADA REGULATIONS, ANYONE WHO NEEDS ANY ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE ADA COORDINATOR AT 704-920-2100 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Scheduled Meetings:

December 4	Work Session	4:00 p.m.	Multipurpose Room
December 13	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
December 18	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

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

Channel 22 Broadcast Schedule
Cabarrus County Board of Commissioners' Meetings

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

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



CABARRUS COUNTY

BOARD OF COMMISSIONERS WORK SESSION

**NOVEMBER 6, 2017
4:00 P.M.**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation, Acquisition of Real Property and Personnel Matters

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation, the acquisition of real property and personnel matters as authorized by NCGS 143-318.11(a)(3), (5) and (6).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation, the acquisition of real property and personnel matters as authorized by NCGS 143-318.11(a)(3), (5) and (6).

EXPECTED LENGTH OF PRESENTATION:

1 Hour

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
NOVEMBER 6, 2017**

REVISED:

Closed Session

**6-1 Closed Session – Pending Litigation, Acquisition of Real Property and Personnel Matters
(Already included in the Agenda.)**