

COUNTY OF CLEVELAND, NORTH CAROLINA
AGENDA FOR THE REGULAR COMMISSION MEETING

November 6, 2018

6:00 PM

County Commissioners Chamber

- **Call to Order and Determination of a Quorum** - Commission Chair
- **Pledge of Allegiance and Invocation** (Please stand for the Pledge of Allegiance and remain standing for the Invocation)
- **Recognition of Elected Officials**
- **Recognition of Veterans**
- **Recognition of Law Enforcement**
- **Recognition of County Department Heads**

1. MOTION TO ADOPT THE PROPOSED AGENDA

(Only emergency items shall be added to the agenda. Upon approval of the Commission Chair and County Commission, the item will be added.)

SPECIAL PRESENTATION

2. National Hunger and Homelessness Week 2018

Sonja Bristol, [Housing Choice Voucher Program Director](#)
[Isothermal Planning and Development Commission](#)

3. CITIZEN RECOGNITION

The citizen recognition portion of the meeting is an opportunity for persons wishing to appear before the Commission to do so. Each presentation will be limited to three (3) minutes. The Board is interested in hearing citizen concerns, yet speakers should not expect comment, action, or deliberation on subject matter brought up during this segment.

Topics requiring further investigation will be referred to the appropriate county agency.

4. CONSENT AGENDA

Motion to approve the following Consent Agenda items: (Consent items will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner.)

- A. **Minutes** Minutes from the October 16, 2018 Regular Commissioners Meeting
- B. **Social Services** Budget Amendment (#014)
- C. **Emergency Medical Services** Budget Amendment (BNA#015)
- D. **Emergency Medical Services** Budget Amendment (BNA#016)

REGULAR AGENDA

- 5. Pinnacle School Resource Officer Contract
 Brian Epley, County Manager

COMMISSIONER REPORTS

ADJOURN

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

National Hunger and Homelessness Week 2018

Department:

Agenda Title: National Hunger and Homelessness Week 2018

Agenda Summary: Sonja Bristol, [Housing Choice Voucher Program Director](#)
[Isothermal Planning and Development Commission](#)

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Homelessness_Awareness_Week_Nov_2018.pdf	Homelessness Awareness Week Proclamation

Number 08-2018

Hunger and Homelessness Awareness Week in Cleveland County

WHEREAS, for over 25 years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week and the Gaston Lincoln Cleveland Continuum of Care has been actively working to end hunger and homelessness in Cleveland County; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Cleveland County for very low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for citizens, students and school service organizations; and

WHEREAS, there are many organizations committed to sheltering, providing supportive services as well as meals and food supplies to people experiencing homelessness and hardships; and

WHEREAS, the Cleveland County Commissioners recognize that hunger and homelessness continue to be a fundamental problem for many individuals and families in Cleveland County; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of the Gaston Lincoln Cleveland Continuum of Care.

NOW THEREFORE BE IT RESOLVED the Cleveland County Board of Commissioners hereby proclaims November 10 – 18, 2018 as Hunger and Homelessness Awareness Week and encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public nonprofit service entities.

Adopted this the 6th day of November, 2018.

Eddie Holbrook, Chairman

Susan Allen, Vice-Chairman

Johnny Hutchins, Commissioner

J. Ronnie Whetstine, Commissioner

Douglas Bridges, Commissioner

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Citizen Recognition

Department:

Agenda Title:

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Minutes

Department: Minutes

Agenda Title: Minutes from the October 16, 2018 Regular Commissioners Meeting

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> 10-16-2018_Minutes.pdf	10162018 Minutes

Cleveland County Board of Commissioners
October 16, 2018

The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

PRESENT: Susan Allen, Vice-Chair
Johnny Hutchins, Commissioner
Ronnie Whetstine, Commissioner
Doug Bridges, Commissioner
Brian Epley, County Manager
Tim Moore, County Attorney
Phyllis Nowlen, Clerk to the Board
Kerri Melton, Assistant County Manager
Elliot Engstrom, Senior Staff Attorney
Chris Green, Tax Administrator
Shane Fox, Chief Financial Officer
Carol Wilson, Library Director
Karen Pritchard, Social Services Director
Scott Bowman, Maintenance Director
Lorie Poston, E-911 Communications Director
Perry Davis, Emergency Management Director/Fire Marshal
Greg Traywick, Cleveland County Extension Director
Paul Ezell, Chief Building Inspector
Betsy Harnage, Register of Deeds

ABSENT: Eddie Holbrook, Chairman

CALL TO ORDER

Vice-Chairwoman Allen called the meeting to order and Commissioner Bridges provided the invocation and led the audience in the Pledge of Allegiance.

AGENDA ADOPTION

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, ***approve the agenda with the following addition to the Consent Agenda:***

D. Leadership Drive Access Agreement

SPECIAL PRESENTATION

Recognition of County Employee Education and Training in Fiscal Year 2017/2018: The Board recognized and congratulated County employees who have completed job related training or education over the past year. Professional development not only delivers benefits to the individual but it also delivers benefits to our organization and the public. Phyllis Nowlen, Clerk to the Board, read the following list, inviting employees to the front. Commissioners congratulated those employees on their accomplishments and a group photo was taken.

Building Inspection

- Colt Farrington – Level 3 Mechanical & Level 3 Building Certification

Finance

- Andrea Camp – Associates in Applied Science and Accounting

Health Department

- Catherine Mellon – BSN Western Carolina University
- Shelly Youngblood – BSN Appalachian State University
- Kayla Huss – BSN-University of North Carolina at Wilmington
- Tammy Cobb – MBA

Register of Deeds

- Betsy Harnage – Certified Register of Deeds

- Susan Ledford – Certified Deputy IT/TECH

Tax Collections

- Necole Richards – Leadership Cleveland County

Social Services

- India Generette – MSW Winthrop University
- Gregory Grier – Doctorate of Education in Organizational Leadership
- Permonica Grant – BA in Technology Management

CITIZEN RECOGNITION

Lisa Borders, 2223 Elizabeth Avenue, Shelby – is President of the Omega Tem Omega chapter of Alpha Kappa Alpha (AKA) Sorority, Inc. AKA was founded in 1908 at Howard University in Washington, D.C. It is the first sorority by college educated African-American women. Currently there are over 300,000 members with 1,018 chapters and 9 conferences world-wide. Their mission is comprised of five goals which have remained unchanged from 1908. These standards are:

- Encourage and cultivate high scholastic and ethical standards
- Promote unity and friendship among college women
- Study and help alleviate problems concerning girls and women in order to improve their social stature
- Maintain a progressive interest in college life
- Be of service to all mankind

Omega Tem Omega chapter of Alpha Kappa Alpha Sorority, Inc is comprised of 15 women and was created on April 23, 2017 to serve Cleveland and Rutherford County. Since their inception, Omega Tem Omega has been active in serving the community by sponsoring food supply drives, assisting students who may need help purchasing school uniforms and awarded scholarships to several Cleveland County students. Ms. Borders thanked the Board for their time and looks forward to working with and supporting the Board in making Cleveland County a world class community which people seek to work, live and love.

CONSENT AGENDA

APPROVAL OF MINUTES

The Clerk to the Board included the Minutes of the ***October 2, 2018 regular meeting***, in Board Members packets.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Bridges, and passed unanimously by the Board to, ***approve the minutes as written.***

TAX COLLECTOR'S MONTHLY REPORT

The Tax Collector provided Commissioners with the following detailed written report regarding taxes collected during ***September 2018.***

TOTAL TAXES UNCOLLECTED SEPTEMBER 2018			
	AMOUNT-REAL	AMOUNT-VEH	COMBINED AMT
2018	\$32,920,501.82	\$0.00	\$32,920,501.82
2017	\$1,044,584.30	\$0.00	\$1,044,584.30
2016	\$459,584.72	\$0.00	\$459,584.72
2015	\$306,594.26	\$0.00	\$306,594.26
2014	\$271,188.50	\$0.00	\$271,188.50
2013	\$151,651.20	\$66,488.64	\$218,139.84
2012	\$111,474.94	\$75,867.83	\$187,342.77
2011	\$82,090.80	\$57,143.95	\$139,234.75
2010	\$73,554.88	\$53,894.49	\$127,449.37
2009	\$72,495.06	\$50,901.10	\$123,396.16
2008	(\$0.00)	\$0.00	(\$0.00)
	\$35,493,720.48	\$304,296.01	\$35,798,016.49

The Tax Assessor provided Commissioners with a detailed written report regarding tax abatements and supplements during *September 2018 as well as pending refunds/releases*. The monthly grand total of tax abatements was listed as (-\$129,541.37) and monthly grand total for tax supplements was listed as \$2,548,795.

[illegible]

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to approve the Abatements and Supplements and Pending Refunds/Releases as submitted by the Tax Assessor.*

LEGAL: LEADERSHIP DRIVE ACCESS AGREEMENT

Agreement between Cleveland County and Clearwater Paper allowing them to access Leadership Drive prior to final approval from NCDOT.



CLEVELAND COUNTY
Offices of the
BOARD OF COMMISSIONERS
COUNTY MANAGER COUNTY
ATTORNEY COUNTY CLERK



LEADERSHIP DRIVE LICENSE ACCESS AGREEMENT

THIS LICENSE AGREEMENT is made as of this 16th day of October, 2018 (the "Commencement Date") by and between CLEVELAND COUNTY, a municipal corporation in North Carolina, acting through its Board of Commissioners ("Licensor"), and CLEARWATER PAPER CORPORATION, a corporation, acting through its Project Manager ("Licensee").

Licensee is hereby given the privilege and license by licensor to use the land more fully described below from the Commencement Date through the Termination Date for the purposes and upon the terms and conditions herein set forth.

I. DESCRIPTION OF LICENSED PREMISES

Leadership Drive, the subject of this agreement, shall hereinafter be referred to as the "Licensed Premises." The Licensed Premises is further described as a private road running between Farmville Road and Cleveland County Parcels 32196 and 32624.

II. PERMITTED USE

- a. Licensee may use the Licenses Premises for activities related to its business, including but not limited to the movement of material and items in vehicles, and access for licensees' employees and invitees.
- b. Licensee shall maintain the Licenses Premises in as good condition as the Licensed Premises are in at the time of the commencement of this agreement, normal wear and depreciation from causes beyond Licensee's control excepted.
- c. Licensee shall at all times use the Licensed Premises in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, and approvals.

III. CONTROL OF EMPLOYEES

Licensee expressly agrees that it shall exercise exclusive control and supervision over its agents, employees, servants, and other persons under its control. Except in the case of negligence by licensor, neither the Licensor nor any of its officers, agents, employees, boards, commissions, or committees shall be liable for any injury to persons or property resulting from any activity undertaken by Licensee or any person acting under Licensee's control relating in any way to this License Agreement.

IV. CONDITION OF LICENSED PREMISES AND LICENSEE'S ASSUMPTION OF RISK

Licensee acknowledges and agrees as follows:

- a. The Licensed Premises are provided to Licensee in "AS-IS, WHERE-IS" condition.

- b. Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.
- c. Licensor makes no representations or warranties regarding the Licensed Premises, including, without limitation, the suitability or fitness of the Licenses Premises for the Permitted Use.
- d. Licensee agrees that Licensee shall enter upon and use the Licensed Premises and the areas surrounding the Licensed Premises at Licensee's own risk.
- e. Licensee accepts complete liability for the acts, omissions, and negligence of Licensee and Licensee's Agents, while present upon the Licensed Premises or in connection with this License; provided, however, that Licensee does not accept liability for claims, damages, costs, and expenses related to the negligence or willful misconduct of Licensor and Licensor's employees, agent, and/or invitees.
- f. Licensee specifically agrees to ensure that the its use of the premises does not in any way interfere with the dedicated public right-of-way's qualifications for acceptance by the North Carolina Department of Transportation in the future. Licensee further agrees to conduct any necessary repairs to right any damage caused by Licensee or its employees and agents which could affect the acceptance of the public right-of-way by the North Carolina Department of Transportation in the future.

V. CONSIDERATION

This agreement is executed pursuant to good and valuable consideration, the value of which is hereby acknowledged. This consideration includes, but is not limited to, the Licensor's grant of a license in return for the Licensee's assumption of risk as stated in Section IV.

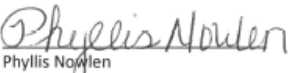
VI. TERMINATION

This License Access Agreement may be terminated by either party on ten (10) days written notice. This agreement does not create an irrevocable license.


Susan Allen
Vice-Chair, Board of Commissioners
Cleveland County, NC

Rodney Powell
Project Manager
Clearwater Paper Corp.

Attest:


Phyllis Nowlen
Clerk to the Board
CLEVELAND County, NC

(Seal)

Post Office Box 1210, Shelby, North Carolina 28151-1210
Telephone: 704-484-4800 Fax: 704-484-4930
www.clevelandcounty.com

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, *to approve the Leadership Drive Access Agreement between Cleveland County and Clearwater Paper.*

REGULAR AGENDA

Agricultural Economic Development Update

Vice-Chairwoman Allen recognized Greg Traywick, Cleveland County Extension Director, who presented the Agriculture Economic Development Update to the Board.

**Growing Agribusiness
in Cleveland County**

Greg Traywick, County Extension Director



**Cleveland County Commission
FY 2018-19 Strategic Goals...**

"Determine ways to assist the farming community in their efforts to promote agriculture as an economic development opportunity."



OUR

Approach to
Creating Economic
Growth



Regional Grain Project



1. Improve the profitability of existing farming operations.
2. Seize on opportunities for new sources of farm income.



Improving Profitability of Row Crops

Field days, on-farm demonstrations, on-farm consultation and other programs that help growers minimize losses and maximize yields...

- Variety selection
- Soil fertility
- Insect management
- Plant density
- Rapid emergence
- Weed management
- Disease management
- Uniform planting
- Crop rotation



The on-farm classroom provided farmers with the latest research findings and best management practices for row crop production.

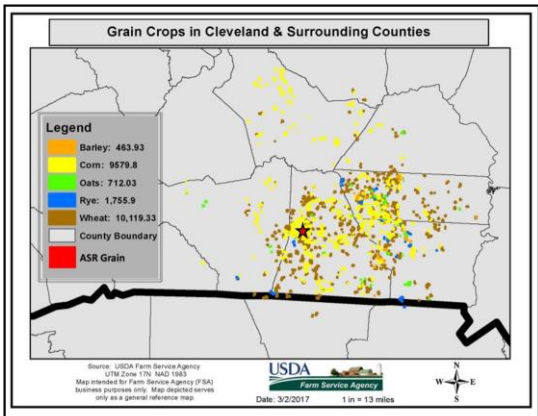
CATALYST PROJECTS



- Regional Grain Project



- Aggregated Straw Bale Project



August 18, 2018: 137 farmers from an 8-county region attended the 2nd Annual Southwest Piedmont Corn & Soybean Field Day at ASR Grain Company in Shelby, NC

Enhancing the Marketing Infrastructure

Availability of a local state-of-the art grain storage and buying station helps small-acreage grain farmers by...

- Reducing the time and cost required to haul harvested grains to distant markets
- Eliminating the need for on-farm storage bins and related equipment
- Helping them market wisely and compensating them fairly for their crops
- Allowing them to harvest at peak quality (increasing value and avoiding losses)
- Allowing them to invest their savings into farm expansion/improvement



"Craft distilleries, like craft breweries, are an offshoot of the larger 'local' movement in food and beverage. An increasing number of people want to know where things come from, who makes it, what's in it and how it's produced."

-Pete Barger
Owner



Aerial of ASR Grain Facilities





Specialty grain bin (\$128k)

NC Agricultural Development & Farmland Protection Fund Grant Program

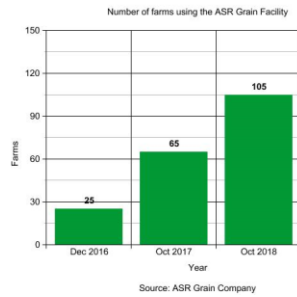


High-capacity dryer (\$62k)



Mobile grain cleaner (\$55k)

Early Outcomes & Impacts...



More area farms are using the ASR Grain Company facility for marketing and other services.

Bringing trucks to the field for pick-up decreases cost for farmers and produces a higher quality product for resale.

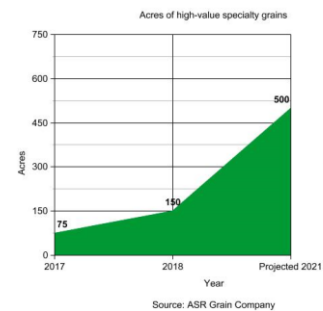


New partnerships & revenue streams...



- ASR Grain custom cleans and bags barley grown at Biltmore House. This grain is malted by Riverbend and then used to brew Biltmore Beer Co. products at the estate.
- Pickup and marketing of corn and soybeans grown at Biltmore House

Growing opportunities for farmers...



Malting barley (~\$7/bu.) is more valuable than winter wheat (~\$4/bu.)

Per acre income is greater from malting barley (~\$200/ac.) than from winter wheat (~breakeven).

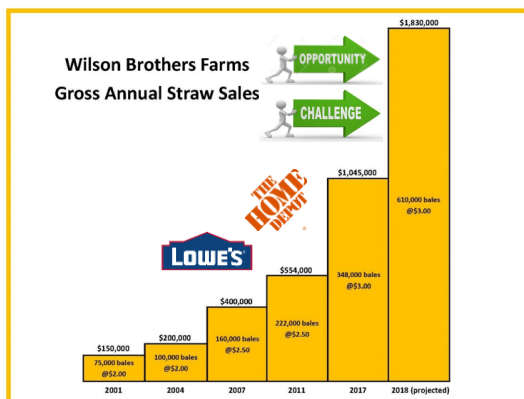
Blended Straw Bale Project



- ✓ Largest family farming operation in Cleveland County
- ✓ 3,000 acres of row crops & 50 acres of commercial vegetables
- ✓ Have processed and marketed wheat straw since 2001



Wheat straw is used extensively in the establishment of turfgrass.



- Outdated/inefficient machinery & equipment
- Limited ability to produce raw material
- Heavy dependence on purchased inputs ("out of town straw")



Krone 1290HDP Square Baler - \$158,500



Conveyor system & electrical improvements- \$18,000



EZ Ration Bale Processor - \$25,000



Switchgrass (*Panicum virgatum*)

- High yields
- Low maintenance costs
- Environmental benefits
- Cheaper to produce (\$19 per ton vs. \$80 per ton for purchased straw)
- Blending adds value to mulch bales...
 - ✓ Improved texture
 - ✓ Better weed suppression
 - ✓ Longer persistence
 - ✓ Harbors fewer disease pathogens



\$228,750 over three years will cover 50% of value-added manufacturing and marketing costs, including...

- Utilities
- Non-family labor
- Third party raw commodity purchases
- Product distribution and delivery

Savings will reduce risk to Wilson Farms and allow them to get their new value-added product venture off the ground.



Expected Outcomes

Value-added manufacturing will increase steadily over the 3-year project period as more acres of corn are converted to switchgrass:

- Year 1 - 28%
- Year 2 - 56%
- Year 3 - 74%

During the project period, Wilson Farms will manufacture 1.1 million bales and generate \$2.9 million in sales.

Growing a greater amount of the raw commodity used to manufacture mulch bales will reduce their dependence on third-party suppliers.



Several developments under way are the Regional Grain Project in collaboration with ASR Grains located on New House Road in Shelby and the Aggregated Straw Bale Project in conjunction with Wilson Farms also located in Shelby. The Regional Grain Project was completed through a partnership with Cleveland County Economic Development Partnership (CCEDP). Mr. Traywick reviewed several positive aspects of Agribusiness in Cleveland County such as marketing infrastructure, opportunities for new crop growth, business to local farmers and expected sales in the coming years.

Vice-Chair Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins asked about the status of the fruit farmers in the community. Mr. Traywick replied those farmers have maintained their crops and are holding steady. The Board thanked Mr. Traywick for the information and commended his staff for their continued hard work and dedication to the farmers of Cleveland County.

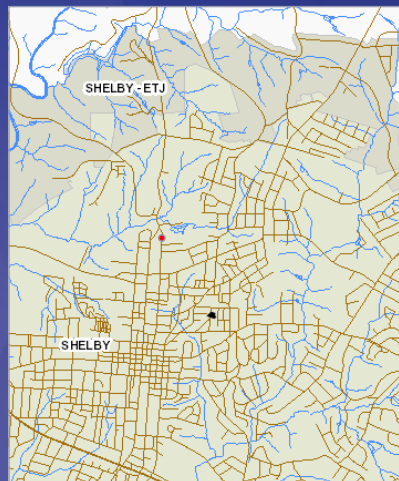
SALE OF COUNTY AUCTIONED PROEPRTY

A public auction of County Owned property was held on October 10, 2018. Phyllis Nowlen, Clerk to the Board, presented bids for ten separate parcels. The County has owned these properties for over ten years and they have no beneficial use to the County. If approved these parcels will become taxable properties, will reduce liability to the County and will cut maintenance time and costs for the upkeep of these properties. It is staff's recommendation the tax foreclosure properties be sold.



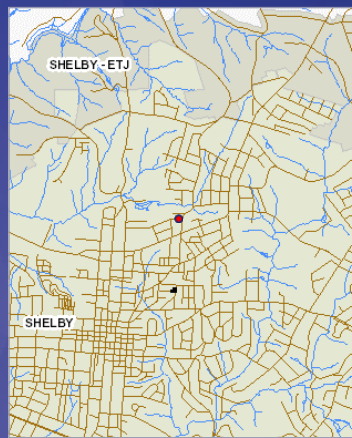
ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the sale of Parcel #22052 to Bryan Wilson for \$2,861.75.*

Parcel 18744 – 504 Oakland Drive, Shelby
Bidder: City of Shelby
Bid Amount: \$2,272.14



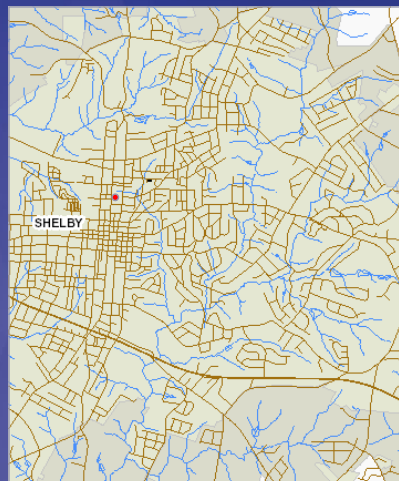
ACTION: Commissioner Bridges made the motion, seconded by Commissioner Hutchins and unanimously approved by the Board to, *approve the sale of Parcel #18744 to the City of Shelby for \$2,272.14.*

Parcel 71395 – 509 Oakland Drive, Shelby
Bidder: City of Shelby
Bid Amount: \$2,953.00



ACTION: Commissioner Bridges made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the sale of Parcel #71395 to the City of Shelby for \$2,953.00.*

Parcel 22600 – Lot 16, Hudson St., Shelby
Bidder: Zena & Don Johnson
Bid Amount: \$ 200.00



ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hutchins and

unanimously approved by the Board to, ***approve the sale of Parcel #22600 to Zena and Don Johnson for \$200.00.***

Parcel 26530 – Lot 25, Lincoln Dr., Shelby
Bidder: Gwendolyn Gidney
Bid Amount: \$20.00





ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously

approved by the Board to, ***approve the sale of Parcel #26530 to Gwendolyn Gidney for \$20.00.***

Parcel 8805 – Lot 15, Off Wilson Dr., Kings Mtn
Bidder: Janice Patrick
Bid Amount: \$800.00

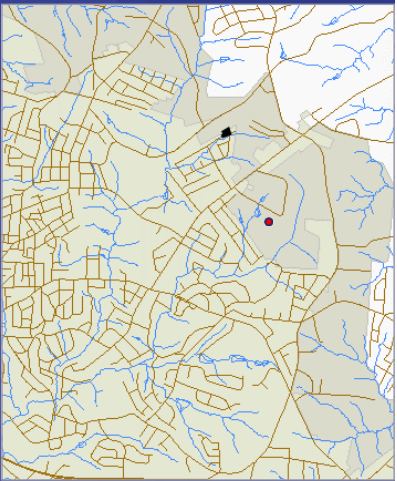





ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously

approved by the Board to, ***approve the sale of Parcel #8805 to Janice Patrick for \$800.00.***

Parcel 24924 – 1409 Hunter Valley Rd., Shelby
Bidder: Larry & Lynn Adams
Bid Amount: \$200.00





ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hutchins and

unanimously approved by the Board to, ***approve the sale of Parcel #24924 to Larry and Lynn Adams for \$200.00.***



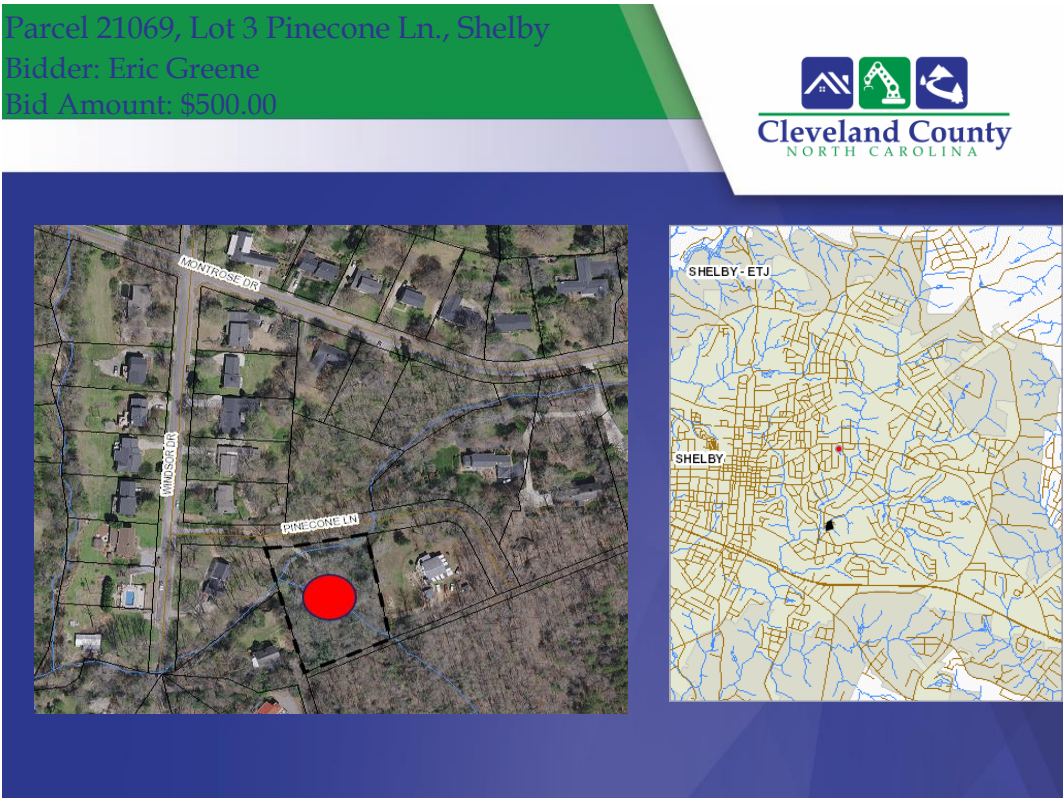
ACTION: Commissioner Bridges made the motion, seconded by Commissioner Whetstine and

unanimously approved by the Board to, ***approve the sale of Parcel #27699 to Eric Greene for \$200.00.***



ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and

unanimously approved by the Board to, ***approve the sale of Parcel #19956 to Bryan Wilson for \$200.00.***



ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the sale of Parcel #21069 to Eric Greene for \$500.00.*


RESOLUTION APPROVING CONVEYANCE OF PROPERTY TO THE CITY OF KINGS MOUNTAIN

The County owns four (13347, 8460, 8450, 44093) on Myers Street in Kings Mountain. The County has owned these properties for years and they serve no beneficial use to the County. The City of Kings Mountain has indicated that it could make beneficial use of these properties. General Statute 160A-274 authorizes the County to convey the properties to Kings Mountain for no consideration. If approved, like the ones previously, will reduce liability to the County and cut maintenance time and costs for the upkeep of these properties. It is staff’s recommendation to convey these four tax foreclosure properties to the City of Kings Mountain.

Properties in Kings Mountain

MYERS STREET

- General Statutes allow the County to give property to other units of government for no consideration.
- County owns property in Kings Mountain of which it can make no beneficial use.
- City of Kings Mountain has requested that County give it the properties.
- At County auction, no one showed up to bid on these properties.




3

Properties in Kings Mountain

MYERS STREET

	Street Address	Parcel Number
Property 1	106 Myers Street, Kings Mountain, NC 28086	13347
Property 2	107 Myers Street, Kings Mountain, NC 28086	8460
Property 3	108 Myers Street, Kings Mountain, NC 28086	8450
Property 4	109 Myers Street, Kings Mountain, NC 28086	44093




3



Action Requested

RESOLUTION

- Motion and vote on resolution giving properties to City of Kings Mountain.



3



Resolution

Number 12-2018

Resolution Approving Conveyance of Property to Another Unit of Government in North Carolina Pursuant to G.S. 160A-274

WHEREAS, Cleveland County owns properties at 106, 107, 108, and 109 Myers Street in Kings Mountain, parcel numbers 13347, 8460, 8450, and 44093; and

WHEREAS, North Carolina General Statute § 160A-274 authorizes a governmental unit in this state to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and

WHEREAS, Cleveland County has determined that it is in the best interest of Cleveland County to convey the above-mentioned properties to the City of Kings Mountain, and deems it wise to do so for no consideration,

NOW THEREFORE, BE IT RESOLVED, the Board of Commissioners of Cleveland County resolves that

1. Cleveland County hereby conveys to the City of Kings Mountain the following four properties:

	Street Address	Parcel Number
Property 1	106 Myers Street, Kings Mountain, NC 28086	13347
Property 2	107 Myers Street, Kings Mountain, NC 28086	8460
Property 3	108 Myers Street, Kings Mountain, NC 28086	8450
Property 4	109 Myers Street, Kings Mountain, NC 28086	44093

2. The property herein described shall be conveyed for no consideration.

3. The Chairman of this Board is authorized to execute all documents necessary to convey the property in the manner authorized by this Resolution.

Adopted this the 16th day of October, 2018.

Susan Allen, Vice-Chair
Cleveland County Board of Commissioners

ATTEST:

Phyllis Nowlen, Clerk
Cleveland County Board of Commissioners



ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Whetstine and unanimously approved by the Board to, *approve the resolution conveying parcels 13347, 8460, 8450 and 44093 to the City of Kings Mountain.*

RESOLUTION AUTHORIZING THE SALE OF PERSONAL PROPERTY WORTH LESS THAN \$30,000

The historic Doran Mill is scheduled to be demolished in the coming weeks. The historic bricks may have sentimental value to members of the public. General Statute 160A-266;267, allows the County to sell personal property valued at less than \$30,000 to the public. If approved by the Board, historic bricks will be sold for \$1.00 apiece. The Resolution allows for one brick per person and bricks will be on sale for one month or until the last brick is sold.

Bricks from Dover Mill

- County plans to obtain bricks from historic sections of Dover Mill.
- General Statutes do not allow County to give away personal property to the public.
- Personal property valued at under \$30,000 may be sold via private negotiation and sale.

Bricks from Dover Mill

PROPOSED RESOLUTION

- Authorizes County Manager to sell bricks from Dover Mill.
- Authorizes Senior Staff Attorney to publish notice summarizing this resolution.
- Authorizes Senior Staff Attorney to prescribe in the public notice additional requirements necessary to facilitate sale, which will include:
 - \$1/brick
 - One brick/person
 - Bricks for sale for one month or until none remain.

Action Requested

RESOLUTION

- Motion and vote on resolution authorizing sale of bricks from Dover Mill.



Vice-Chair Allen opened the floor to the Board for questions and discussion. Commissioner Hutchins stated other salvageable materials from the site such as beams and lettering may also hold value to the public and recommended the original resolution be amended to include any salvageable material that may be recovered.

ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *amend the Resolution to include salvageable materials such as beams and lettering.*



ACTION: Commissioner Hutchins made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, *approve the amended Resolution authoring the sale of personal property worth less than \$30,000 and designate County Staff to facilitate any necessary requirements needed for the sale completion.*

PARTNERS BEHAVIORIAL HEALTH BOARD

ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, *to appoint Daryl Cook to serve as a member of this board*, filling the unexpired term of Alex Bell whose term is scheduled to conclude June 30, 2021.

COMMISSIONER REPORTS

Commissioner Bridges – stated the Cleveland County Fair ended with 147,000 people in attendance. This is a fifty percent increase from last year. He also gave an update on the construction modifications at the Shelby/Cleveland County Airport.

Commissioner Whetstine – attended the funeral for Kings Mountain Police Chief Jerry Tessneer. Chief Tessneer was only Chief for just over a year and the city will now begin the process of hiring a new police chief.

Commissioner Hutchins – gave an update on several functions he has attended such as the Board of Directors Meeting for the North Carolina Association of County Commissioners (NCACC) and the Council of Aging Board Meeting.

Vice-Chair Allen – advised events and festivals throughout the County are about to increase due to the fall and holiday season.

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board, *to adjourn the meeting*. The next meeting of the Commission is scheduled for *Tuesday, November 6, 2018 at 6:00 p.m. in the Commissioners Chamber*.

*Susan Allen, Vice-Chair
Cleveland County Board of Commissioners*

*Phyllis Nowlen, Clerk to the Board
Cleveland County Board of Commissioners*

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Social Services: Budget Amendment (BNA#014)

Department: Social Services

Agenda Title: Budget Amendment (#014)

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA#014.pdf	BNA#014

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 014SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:November 6, 2018

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: DSSDATE: 10/11/2018

SIGNATURES:

Finance Director

Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
011.507.4.410.00		Outside Poor	Local & Other Grants	\$ 4,600.00	
011.507.5.700.00		Outside Poor	Grants	\$ 4,600.00	

Explanation of Revisions: Budget Amendment necessary to accept a United Way grant in the amount of \$4600.00
FY 2018/2019 This grant will assist with emergency food and shelter for adults.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY
 COMMISSIONERS' MEETING ON _____
 (Date)

Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to Tonya.Sigmon@clevelandcounty.com

cc: Personnel Batch # _____
 cc: Purchasing Date: _____
 By: _____

From: efsp@uwww.unitedway.org [mailto:efsp@uwww.unitedway.org]
Sent: Friday, October 05, 2018 11:38 AM
To: tom.ensley@clevelandcounty.com
Subject: [CCSPAM (SR)] - EFSP Phase 35 LRO Certification Documents are Ready

Dear Tom Ensley

Cleveland County Department of Social Services (LRO ID # 636600016) has been allocated \$4600 by the Emergency Food and Shelter Program (EFSP) Local Board in Cleveland County for Phase 35. To be eligible to receive these funds, your agency must:

- Have submitted a Final Report for all previous Phases in which your agency has received an EFSP award;
- Cleared all outstanding Compliance Exceptions from previous phases;
- Be in good standing with the EFSP National Board;
- Confirm all contact and organizational information is up to date; and
- Complete all applicable Certification Forms, which are now available on the EFSP website.

To access the required Certification Forms, please log into the EFSP website, efsp.unitedway.org. First, ensure the contact, organizational, and banking information is correct and up-to-date, under **Manage Personal Information** on the left-hand navigation menu. After you have updated your contact information, select **LRO Plan** from the left-hand navigation menu. Please ensure the menus are set to the current Phase and the correct Award Type. From the LRO Plan, you will be able to generate the required certifications by clicking the blue icon, which will be sent via email to the email address on file to be electronically signed with DocuSign.

For questions about this award or the dates of your spending period, please contact the Local Board Contact, Nicole Elmore, at nicole.elmore@uwclevco.org or 704-487-1111

Thank you,
Ron Harrill

Kay Howell

From: Gregory Grier <Gregory.Grier@clevelandcounty.com>
Sent: Tuesday, October 09, 2018 2:40 PM
To: 'Tom Ensley'; 'Kay Howell'
Cc: 'Karen D. Pritchard'
Subject: RE: [CCSPAM (SR)] - EFSP Phase 35 LRO Certification Documents are Ready

Thank you Tom. I have forwarded this to Kay so she get it set on the Commissioners agenda for approval.
Greg

Gregory R. Grier, Ed.D
Accounting Specialist
Cleveland County DSS
130 S. Post Rd., Shelby, NC 28150
O: 704-487-0661 F: 704-480-5493
www.clevelandcounty.com



Cleveland County
NORTH CAROLINA

From: Tom Ensley <Tom.Ensley@clevelandcounty.com>
Sent: Monday, October 08, 2018 10:32 AM
To: 'Gregory Grier' <Gregory.Grier@clevelandcounty.com>
Cc: Karen D. Pritchard <Karen.Pritchard@clevelandcounty.com>
Subject: FW: [CCSPAM (SR)] - EFSP Phase 35 LRO Certification Documents are Ready

Tom Ensley
Adult Services Program Manager
Cleveland County DSS
315 Patton Drive
Shelby, NC 28150
O: 704-484-4865 C: 704-473-7200 F: 704-484-4874
www.clevelandcounty.com



Cleveland County
NORTH CAROLINA

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Emergency Medical Services: Budget Amendment (BNA#015)

Department: Emergency Medical Services
Agenda Title: Budget Amendment (BNA#015)
Agenda Summary:
Proposed Action:

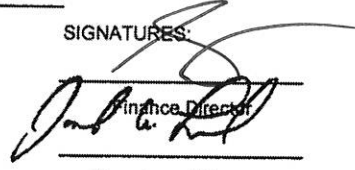
ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA015.pdf	PUBLIC SAFETY GRANTS:BUDGET AMENDMENT BNA#015

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 015SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:November 8, 2018FROM: BUDGET OFFICER
THRU: FINANCE OFFICE
FOR DEPT: Public Safety Grants
DATE: 10/18/2018

SIGNATURES:



Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.437.4.310.00	93889-3SMT	Public Safety Grants	Federal Govt Grants	\$ 3,500.00	
010.437.5.211.00	93889-3SMT	Public Safety Grants	Controlled Property Exp	\$ 3,500.00	

Explanation of Revisions: To budget grant from Metrolina Healthcare Preparedness Coalition for the purchase of a
Vestil DC Power Jib Crane 1500lb for lift operations and a vinyl coated tarp for transfer truck to cover cargo/flatbed trucks
w/rails.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY
 COMMISSIONERS' MEETING ON _____
 (Date)

Phyllis Nowlen, Clerk to the BoardRETURN TO FINANCE OFFICE and Forward copy via email to Tonya.Sigmon@clevelandcounty.com

cc: Personnel Batch # _____
 cc: Purchasing Date: _____
 By: _____



MHPC Project Submission

Title: Handling Bulk Materials/Storage (Operational Support) ^{93889-35MT}

Project Manager: Joe Lord

Entity Requesting Funding: Cleveland County EMS (2018 Grant Request)

Description:

- A) Lift operations to move items that are 500-1,500 lbs. from pallets to flatbed trucks or carts.
- B) Tarp to cover cargo/flatbed truck with rails.

Justification:

- A) Reduces the possibility of injury to personnel involved in moving heavy objects. Ability to load items that need repair on to flatbed truck, this includes pallets, tent cases, and miscellaneous cargo.
- B) Flatbed truck currently open bed with rails, need heavy duty tarp to keep cargo dry and out of the weather. Currently houses air compressor and mechanic tools and boxes. Also has are for additional cargo.

Timeline for completion:

- To be completed within 60 days after grant has been approved.

Itemized Project with Cost:

Item Description	Quantity	Unit Price	Total Cost
A) Vestil DC Powered Jib Crane 1500 lb	1	\$2,300.00	\$2,300.00
Global shipping	1	285.00	285.00
B) 15 oz Vinyl Coated Tarp – Transfer Truck	1	915.00	915.00
Fastners, tie downs	(multiple)		
TOTALS			\$3,500.00

Tonya.Sigmon

From: Phyllis Nowlen <phyllis.nowlen@clevelandcounty.com>
Sent: Wednesday, October 17, 2018 4:39 PM
To: 'Tonya Sigmon'
Subject: FW: SMAT-III Project Proposal Submissions
Attachments: 2018 MHPC Project Submission Form Handeling Bulk Materials SMAT III Jib Crane.docx

Thank you,

Phyllis Nowlen
Clerk to the Board of County Commissioners
Cleveland County
311 E. Marion Street., Shelby, NC 28150
O: (704) 484-4766 C: (704) 418-0424
www.clevelandcounty.com



E-mails sent to or from this e-mail address that relate to the County's business are public records and may be subject to public access under the North Carolina Public Records Law.

From: Joe Lord <ccemsjlord@yahoo.com>
Sent: Thursday, October 11, 2018 3:02 PM
To: Phyllis Nowlen <phyllis.nowlen@clevelandcounty.com>
Subject: Fw: SMAT-III Project Proposal Submissions

Phyllis:

This is a grant that we usually get every year for our State Medical Assistance needs. We submitted it in August, and were approved 10/10/2018. We have a short turn around time. I believe this will need to go to the County Commissioners.

If you need any additional supporting documents, please let me know.

Thanks,

Joe Lord

Gompers, Hannah M <Hannah.Gompers@atriumhealth.org>
To: Joe Lord
Cc: Donna Murray
Oct 10 at 3:10 PM

Good afternoon,

You have been approved the amount of \$3500 to complete you SMAT III project for the FY 18-19. Please have the purchases completed and submitted for reimbursement no later than December 31st, 2018.

Thanks!

Hannah

Hannah Gompers, MA, EMT-B

Healthcare Preparedness Coordinator

Metrolina Healthcare Preparedness Coalition

www.MetrolinaPreparedness.org

O: 704-357-8517

M: 704-579-4150

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Joseph Lord, Cleveland County EMS P.O. Box 1210 Shelby, NC 28151 (704)484-4984 bus. (704)484-4990 fax

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----- Forwarded Message -----

From: Joe Lord <ccemsjlord@yahoo.com>

To: Tessari, Michael R <Michael.Tessari@atriumhealth.org>

Sent: Wednesday, August 22, 2018, 1:42:15 PM EDT

Subject: Re: SMAT-III Project Proposal Submissions

Michael Tessari:

I have attached Cleveland County EMS MHPC Project Submission (August 22, 2018).

Thanks,

Joe Lord

PS. If you need any further documentation feel free to contact me!



Joseph Lord, Cleveland County EMS P.O. Box 1210 Shelby, NC 28151 (704)484-4984 bus. (704)484-4990 fax

This electronic communication from Cleveland County is confidential, privileged, and intended solely for the use of the recipient named above. If you're not the intended recipient and have received this communication in error, please notify the sender immediately. Unauthorized disclosure, copying, distribution or other use of the contents of this electronic communication is strictly prohibited



On Monday, July 30, 2018, 10:24:11 AM EDT, Tessari, Michael R <Michael.Tessari@atriumhealth.org> wrote:

Good afternoon everyone,

First let me take a moment to introduce myself. I am Michael Tessari and am the newest assistant regional coordinator with MHPC. I will be your point of contact for the SMAT-III projects.

NC OEMS has allotted \$3,500 for each SMAT III to be reimbursed for projects related to the sustainment and/or development of your program. All projects must be approved by NCOEMS prior to completion of your sub-contract or purchase, and your sub-contract must be executed before you can make purchases.

I have attached a project submission form that should be returned to me no later than **Monday, September 3rd, 2018.**

Examples of approvable projects include:

Sustainment

- Replacing expired medications
- Replacing/upgrading equipment that is broken or at the end of its service life

Development

- Retrofitting SMAT-III trailer so that it can perform multiple roles (field rehab, for example)
- Training and education to SMAT-III team members

Gap Mitigation

- An item or project that fills a gap identified through exercise, real world event, or best practice

NCOEMS will compare all projects to the current SMAT III Mission Profiles, and the ASPR HPP 2017 Capabilities (<https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capabilities.pdf>)

Please fill out the attached project submission form in its entirety and return it to me. Once I have your completed project submission form, we will pass it to NC OEMS for approval. Once approval is received, we will send you a sub-contract.

Important Reminders/Dates

- A sub-contract must be executed and signed prior to any money spent is eligible for reimbursement.
- You can only purchase the items detailed on project submission, approved by NC OEMS, and included on your sub-contract
- Please calculate shipping/handling, and other expenses into your budget. If you go over your \$3,500 or your sub-contracted amount, your agency will be responsible for the additional cost.
- 9/3/18 – Please have project proposals submitted by this date
- 11/30/18- Please have all purchases made by this date
- 12/31/18- All receipts/invoices due to MHPC for reimbursement

Feel free to reach out to me with any questions or concerns and I look forward to working with you all in the future.

Michael Tessari, AEM, EMT-B
Assistant Regional Coordinator

Metrolina Healthcare Preparedness Coalition
www.MetrolinaPreparedness.org

O: 704-357-8517
M: 704-351-8832

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as recipients in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains. Thank you.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Emergency Medical Services: Budget Amendment (BNA#016)

Department: Emergency Medical Services
Agenda Title: Budget Amendment (BNA#016)
Agenda Summary:
Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> BNA_016.pdf	Public Safety BNA 016


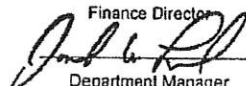
BUDGET NEW - ORDINANCE AMENDMENT

BNA # 016SUBMITTED TO BOARD OF COUNTY COMMISSIONERS
FOR CONSIDERATION AT MEETING TO BE HELD ON:November 6, 2018

SIGNATURES:

FROM: BUDGET OFFICER

THRU: FINANCE OFFICE

FOR DEPT: Public Safety GrantsDATE: 10/18/2018

 Finance Director

 Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.437.4.310.00	97067-HSGP	Public Safety Grants	Federal Govt Grants	\$ 35,000.00	
010.437.5.910.00	97067-HSGP	Public Safety Grants	Capital Equipment	\$ 35,000.00	

Explanation of Revisions: To budget grant award from NC DPS - Homeland Security Grant Program to be used for the purchase of a rehabilitation station trailer package - that will be avail for use by Cleveland County and will be avail for deployment to the other DPR7 counties, the western branch and statewide use as need arises.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY
COMMISSIONERS' MEETING ON _____
(Date)

Phyllis Nowlan, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to Tonya.Sigmon@clevelandcounty.com

cc: Personnel Batch # _____
cc: Purchasing Date: _____
By: _____



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 2018

Grant #: EMW-2018-SS-00053

SUB AWARD NOTIFICATION

Joe Lord
Cleveland County
100 Justice Place
Shelby, NC 28151

Period of Performance: September 1, 2018 to February 28, 2021
Project Title(s): Rehabilitation Station
Total Amount of Award: \$35,000.00
MOA#: 1845

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2018 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-2018-SS-00053.

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 the period of performance. 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

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



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 2018
Grant Award #: EMW-2018-SS-00053

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:

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

Sub-recipient:

Cleveland County
Tax ID/EIN #: 56-6000288A
DUNS #: 027681041

MOA #: 1845

MOA Period of Performance:

September 1, 2018 to February 28, 2021

DPS Fund Code: 1502-7A38-3H18

MOA Amount:

Federal:	\$	35,000.00
State:	\$	0.00
Local:	\$	0.00
Total:	\$	35,000.00

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 (DHS) 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, Training 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) Department of Homeland Security Appropriations Act, 2018 (Pub. L. No. 115-141); (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 2018 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. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.

3. 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, 2018. 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 \$35,000.00 awarded through the FY 2018 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.

4. 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 days 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.

Sub-recipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. 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, 2021.
- 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:

- i. Resolution/ordinance establishing Sub-recipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. 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.

6. 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 2018 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that 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.

7. 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.

8. 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 2018 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.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Sub-recipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2018. 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, 2021.
- D. The recipient shall directly monitor the completion of this project.

Sub-recipient:

- A. The Sub-recipient shall expend FY 2018 HSGP Grant Program funds in accordance with the applicable DHS 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.
- B. The Sub-recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in 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 DHS and HSGP NOFO announcement and the DHS 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. 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 DHS 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, 2021.
- 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 2018 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 DHS. 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.
- 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:
 - i. Recipient and Sub-recipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. 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. 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 DHS, 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.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS 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 DHS Program Guidelines, which include, but may not be limited to:

- the FY 2018 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 DHS 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.

11. Taxes

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

12. 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.

13. Audit Requirements

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

14. 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.

15. 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:

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

16. 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.

17. 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.

18. 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.

19. Antitrust Laws

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

20. 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.

21. 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 2018 HSGP NOFO announcement.

22. 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.

23. Modification

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

24. 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. 147-86.55 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:

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

The State Treasurer's Final 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 is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

25. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2021. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2018 HSGP NOFOA, incorporated by reference herein, the Sub-recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. 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:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling
- B. Semi-annual summary (progress report) no later than July 15th to the NCEM Grant Manager and/or NCEM Field Planner to ensure:
 - i. The project deliverables are being met.
 - ii. Each grant contract is operating within budget.
- C. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports
 - ii. Sub-recipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
 - iii. After action report from exercise
 - iv. Training course roster and description
 - v. Any other documentation that would be pertinent
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

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

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 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.
 - 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 DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-recipient receives Federal financial assistance from the DHS, 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.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, 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 DHS and is binding on it, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

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 DHS 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.
 - 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 DHS function.
- B. To notify DHS 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 DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this 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 DHS 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 DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 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 DHS.

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
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee 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.
 - 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, 2018. 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, 2018 to February 28, 2021.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2018

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

CLEVELAND COUNTY
100 JUSTICE PLACE
SHELBY, NC 28150-

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

DocuSigned by:
Joe Lord
BY: _____
220893C12E534AC

APPROVED AS TO PROCEDURES:

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

BY: _____

DocuSigned by:
William Polk
BY: _____
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:
Erik A. Hooks
BY: _____
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 2018 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.

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Pinnacle School Resource Officer Contract

Department:

Agenda Title: Pinnacle School Resource Officer Contract

Agenda Summary: Brian Epley, County Manager

Proposed Action:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Pinnacle_SRO__Contract_Draft.pdf	Pinnacle SRO Contract

PINNACLE CLASSICAL ACADEMY AND THE CLEVELAND COUNTY BOARD OF COMMISSIONERS/CLEVELAND COUNTY SHERIFF'S OFFICE CONTRACT FOR SERVICES

This Contract is made, entered into, and intended to take effect November 1, 2018, by and between Pinnacle Classical Academy ("PINNACLE") and the Cleveland County Board of Commissioners (the "County") and the Cleveland County Sheriff's Office (the "Sheriff").

Definitions

"School Resource Officer" or "SRO" means a sworn law enforcement officer responsible for safety and crime prevention in schools.

"School Administrator" means the person or persons in charge of the administration of affairs at a school.

"Headmaster" means the Headmaster of Pinnacle School, Robert Brown, and his successor(s) in that position.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of County.** County agrees to provide services or goods as follows:
 - A. County will supply the services of one (1) sworn law enforcement officer to serve as a School Resource Officer beginning November 1, 2018 for the 2018-2019 school year. The officer shall be assigned full-time to provide their services to PINNACLE.
 - B. The assignment of and services provided by School Resource Officer shall be consistent with the terms of this contract.
 - C. The term of this Contract starts in November 1, 2018 and runs through May 31, 2019. The contract will be automatically renewed for additional one (1) year periods, based on County's fiscal year (July 1-June 30), not to exceed a total of six (6) renewals.
 - D. PINNACLE and County further agree that the SROs provided by County are not employees of PINNACLE nor are they agents for any purpose in the performance of their duties.
2. **Obligations of PINNACLE.** PINNACLE will compensate County at the following rates and in the following manner for the services rendered by the SROs:

- A. The total cost to PINNACLE for the services provided pursuant to this Contract shall not exceed a total of the base salary, taxes, and benefits for one (1) law enforcement officer and deferred maintenance for capital management which includes necessary operational equipment as defined in ADDENDUM B. Deferred maintenance will be divided over six years beginning in FY 18/19 (see ADDENDUM B for first year costs). Remaining years of the contract will be billed at an annual rate that is mutually agreed upon between the Cleveland County Manager and Headmaster of Pinnacle.
 - B. Payments shall be made by PINNACLE upon receipt of an invoice from County.
 - C. Should County be unable to or otherwise fail to provide the services specified, County will refund a pro rata share of the payment per officer based on a 10-month school year.
3. **Obligations of Sheriff.** Sheriff agrees to provide services as follows:
- A. The Sheriff shall assign regularly employed law enforcement officers to serve as SROs in certain CCS schools. Each assigned SRO will be a certified law enforcement officer by the State of North Carolina and must complete a forty (40) hour School Resource Officer training course through the North Carolina Justice Academy and Crisis Intervention Training (CIT) certification through the Cleveland County CIT training program at Cleveland Community College, or other CIT provider approved by the Sheriff. If an officer does not possess SRO training and/or CIT certification at the time of assignment, the Sheriff will ensure that the officer participates in any necessary coursework to receive the training and certification at the next available course offering.
 - B. SRO positions shall be filled by the Sheriff's directives and selection process. SROs should have no substantiated evidence of harassment, discrimination, disproportionate minority contact, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as a SRO.
 - C. Each quarter, the Sheriff's Office will provide to PINNACLE reports of the number of PINNACLE student referrals to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals to an outside mediation program.
4. **Expectations of the SRO while on Campus**
- A. The SRO shall remain on school grounds during normal school hours, except when necessary to attend any meetings or trainings. The SRO shall wear the official law enforcement apparel issued by the Sheriff's Office at all times and shall make best efforts to maintain visibility at all times when practical and safe to do so. Security

services for extracurricular activities held outside of school hours shall be addressed through a separate contract.

- B. The School Administrator shall be solely responsible for implementing the discipline procedures and has primary responsibility for maintaining order in the school environment. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap, it may be necessary for school administration and SRO to work in tandem.
 - C. The SRO shall report any safety concerns to school administration and shall confer with the headmaster to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
 - D. The SRO shall comply with all applicable laws, regulations and policies regarding access to confidential student records.
5. **County Supervisor.** Sheriff Alan Norman is designated as the County Supervisor for County. The Cleveland County Sheriff's Office has complete discretion in designating the County Supervisor as another person of its choosing.
6. **Project Coordinator.** Robert Brown is designated as the Project Coordinator for PINNACLE. The Project Coordinator shall be PINNACLE's representative in connection with the County's performance under this Contract. PINNACLE has complete discretion in replacing the Project Coordinator with another person of its choosing.
7. **Termination for Convenience.** This Contract may be terminated by either party, without cause, so long as the party wishing to terminate provides the other party with a minimum of ninety (90) days written notice at the address listed immediately below:

PINNACLE
Robert Brown
Headmaster
Pinnacle Classical Academy
2401 Joes Lake Rd.
Shelby, NC 28152

County
Brian Epley
County Manager
Cleveland County
PO Box 1210
Shelby, NC 28151

Sheriff
Alan Norman
Sheriff
Cleveland County
PO Box 1210
Shelby, NC 28151

If PINNACLE wishes to terminate in accordance with this or any other section of this Contract, County shall be paid by PINNACLE in an amount which bears the same ratio to the total compensation of services actually performed.

8. **Termination for Default.** Any party may terminate this Contract immediately and without prior notice upon breach of this Contract. However, each party must provide the other with

subsequent written notice that it has exercised its right to terminate the Contract within ten (10) calendar days of termination.

9. **Contract Funding.** It is understood and agreed between the parties that the payment obligation of PINNACLE under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
10. **Accounting Procedures.** County shall comply with accounting and fiscal management procedures prescribed by PINNACLE that apply to this Contract. County shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
11. **Improper Payments.** County shall refund to PINNACLE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by PINNACLE was illegal. Such refunds shall be made within thirty (30) days after PINNACLE notifies County in writing that a payment has been determined to be illegal.
12. **Contract Transfer.** County shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of PINNACLE.
13. **Contract Personnel.** County agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
14. **Contract Modifications.** This Contract may be amended only by written amendment duly executed by both parties. However, minor modifications may be made by the PINNACLE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of County's performance; (b) do not increase County's total compensation or method of payment; and (c) either improve the overall quality of the product or service to PINNACLE without increasing the cost, or reduce the total cost quality of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and County, and placed on file with this Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
15. **Insurance.** County shall maintain minimum insurance requirements for sworn law enforcement officer assigned as School Resource Officer pursuant to the attached Addendum A.
16. **Relationship of the Parties.** County and PINNACLE shall be independent and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of the other party. Both parties maintain control over their personnel and any employment rights of personnel

assigned under this Contract shall not be abridged. Both parties agree to assume the liability for their own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.

17. **Advertising.** The Contract will not be used in connection with any advertising by County without prior written approval of PINNACLE.
18. **Conflict of Interest.** County represents and warrants that no member of PINNACLE or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of this Contract has been involved in making the Contract or will be involved in administering the Contract. County shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
19. **Monitoring and Evaluation.** County shall cooperate with PINNACLE, or with any other person or agency as directed by PINNACLE, in monitoring, inspecting, auditing, or investigating activities related to this Contract. County shall permit PINNACLE to evaluate all activities conducted under this Contract.
20. **Financial Responsibility.** County is financially solvent and able to perform under this Contract. If requested by PINNACLE, County agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by PINNACLE's Finance Officer.
21. **No Third Party Benefits.** This Contract shall not be considered by County to create any benefits on behalf of any third party. County shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
22. **Enforceability.** This Contract shall not be enforceable unless signed by the Chairman of PINNACLE Board, the Chair of Cleveland County Board of Commissioners, and the Cleveland County Sheriff.
23. **Entire Agreement.** This Contract, constitutes and express the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any) any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference, supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings related to the subject matter of this Contract.
24. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract, will be determined in

Cleveland County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated below:

PINNACLE CLASSICAL ACADEMY

By: _____
Chairman
Pinnacle Classical Academy Board of Directors

Date: _____

CLEVELAND COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman
Cleveland County Board of Commissioners

Date: _____

Attest: _____ [official seal]
Clerk
Cleveland County Board of Commissioners

Date: _____

CLEVELAND COUNTY SHERIFF

By: _____
Cleveland County Sheriff

Date: _____

Approved to as to form and content:

By: _____
Senior Staff Attorney
Cleveland County

Date: _____

ADDENDUM A

Minimum Insurance Requirements

1. Workers' Compensation including Occupational Disease and Employer's Liability Insurance. Amount and coverage as required by State of North Carolina Workers' Compensation Laws.

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

2. Public liability and Property Damages Insurance. The County shall procure insurance coverage for direct operations, contractual liability, and completed operations, with limits not less than those stated below:

Occurrence

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

3. Law Enforcement Professional Liability Insurance in the amount of \$2,000,000 combined single limits
4. Certificates of Insurance acceptable to PINNACLE shall be filed with the school prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days' prior written notice has been given to PINNACLE, and shall further name PINNACLE as named additional insured on general liability.
5. Comparable self-insurance is acceptable in lieu of the preceding requirements.
6. The parties shall comply with the Affordable Care Act and accompanying Internal Revenue Service and Treasury Department regulations.

ADDENDUM B

COST BREAKDOWN SRO

SCHOOL RESOURCE OFFICER PROVIDED BY CLEV CO SHERIFF OFFICE FOR PINNACLE CLASSICAL ACADEMY

PHILLIP HOPPER

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>MONTHLY</u>	<u>10 MONTHS</u>
Salary	39,078.00	3,256.50	32,565.00
FICA	2,422.84	201.90	2,019.03
Retirement	3,223.94	268.66	2,686.61
Medical	815.00	67.92	679.17
Dental	15.00	1.25	12.50
401K	1,953.90	162.83	1,628.25
Medicare	566.63	47.22	472.19
Total Salary/Fringes	48,075.30	4,006.28	40,062.75
Body Camera	974.00	81.17	811.67
Ballistic Vest	400.00	33.33	333.33
Taser	1,415.00	117.92	1,179.17
Vehicle	35,021.00	486.40	4,864.03
Total Equipment	37,810.00	718.82	7,188.19
TOTAL DUE	85,885.30	4,725.09	47,250.94

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>MONTHLY</u>	<u>7 MONTHS</u>
Salary & Fringe	\$ 48,075.30	\$ 4,006.28	\$ 28,043.93
Capital (1/6 annually)	6,301.67	525.14	4,726.25
Total	\$ 54,376.97	\$ 4,531.41	\$ 32,770.18

GRANT AMOUNT	\$	33,000.00
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LOCAL MATCH FROM PINNACLE		-
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TOTAL	\$	33,000.00
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DRAFT

COUNTY OF CLEVELAND, NORTH CAROLINA

AGENDA ITEM SUMMARY

Adjourn

Department:

Agenda Title:

Agenda Summary:

Proposed Action:

ATTACHMENTS:

File Name

Description

No Attachments Available