



# Gaston County

Gaston County  
Board of Commissioners  
www.gastongov.com

## Parks & Recreation

### Board Action

File #: 24-117

Commissioner Cloninger - Parks and Recreation (Senior Center) - To Accept and Appropriate Centralina Senior Center General Purpose Grant Funds (**Grant: \$11,093 / County Match: \$3,698**)

#### STAFF CONTACT

Ellen Fenters - Parks and Recreation - 704-922-2165

#### BUDGET IMPACT

Appropriate Grant revenues \$11,093. Additional County Funds Match Required \$3,698.

#### BUDGET ORDINANCE IMPACT

Increase Grant revenues and program supplies by \$11,093. Transfer required match of \$3,698 from Senior Center Operating account to the program supplies. These funds are included in the approved FY'24 Senior Center Budget.

#### BACKGROUND

These funds will be used to host a Veteran's Day breakfast honoring all veterans in the area, to purchase new Christmas decorations, including Christmas trees to replace well-loved and worn out ones, to host a Christmas BINGO complete with pizza and drinks, along with take-home prizes for everyone who attends, to host a Christmas party with games and prizes to celebrate this special season and will include food being served, to purchase a new portable speaker system for our fitness classes, to purchase carpet for the new location of the Senior Center Coordinator's office, and to purchase two new pieces of fitness equipment.

#### POLICY IMPACT

N/A

#### ATTACHMENTS

Budget Change Request (BCR), Grant Contract and Match Certification

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	CCloninger	AFraley	BHovis	KJohnson	TKeigher	RWorley	Vote
2024-111	03/26/2024	BH	KJ	A	A	AB	A	A	A	A	U

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Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS





**CENTRALINA**  
Area Agency on Aging

July 1, 2023 through June 30, 2024

**CONTRACT FOR SERVICES PROVIDED FOR  
UNDER NORTH CAROLINA STATE APPROPRIATIONS  
(SENIOR CENTER GENERAL PURPOSE)  
(CFDA NUMBER NA FOR SCGP)**

This agreement entered into as of this 1<sup>st</sup> day of July 2023, by and between **Gaston County Parks and Recreation** (hereinafter referred to as the "Service Provider") and the **Centralina Regional Council** (hereinafter referred to as "Centralina").

WITNESSETH THAT:

WHEREAS, Centralina wishes to have performed and the Service Provider wishes to provide certain aging services in connection with activities financed in part by state appropriations provided to Centralina through the North Carolina Division of Aging and Adult Services as set forth in this agreement;

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Employment of the Service Provider:** Centralina hereby agrees to engage the Service Provider and the Service Provider hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.
2. **Scope of Services:** The Service Provider shall provide Senior Center General Purpose services to individuals who are 60 years of age or older as specified in the Service Provider's Budget Summary attached hereto as Exhibit A. All services are to be performed in accordance with the Service Provider's Senior Center General Purpose Proposal submitted to Centralina, the terms of which are incorporated herein by reference. The services shall be provided at the Gaston County Senior Center.
3. **Time of Performance:** The services of the Service Provider are to commence no earlier than the July 1<sup>st</sup> for the year stated above and shall be undertaken and pursued in such sequence as to assure their expeditious completion on or before the period ending June 30<sup>th</sup> for the year stated above.
4. **Contract Administrator:** The contract administrator for Centralina shall be Linda Miller or such other staff personnel as may be designated by Centralina. The contract administrator for the Service Provider shall be Cathy Hart or such other staff personnel as may be designated by the Provider. It is understood and agreed that the administrator for Centralina and the Service Provider shall represent their respective employers in the performance of this contract. Each shall notify the other if the administrator changes during the contract period.
5. **Compensation and Method of Payment:** The Service Provider shall be compensated for the work and services actually performed under this contract by payments to be made monthly by Centralina. The total compensation and reimbursement to be paid to the Provider under this contract shall not exceed the sum of \$11093 in state grant funds awarded. The match requirement explanation can be found in paragraph 7. Allocation of state funds may be increased or decreased based on actual expenditures and availability of funds. The obligations of Centralina set forth in this agreement for payment of compensation are contingent upon receipt of grant funds by Centralina from the North

Carolina Division of Aging and Adult Services.

6. **Reimbursement of Service Costs:** Reimbursement of service costs shall be carried out as provided in Section 3 of the North Carolina Home and Community Care Block Grant Procedures Manual for Community Service Providers dated July 1, 1992 (as amended), the terms of which are incorporated herein by reference and a copy of which has been provided to the Service Provider.
7. **Collection of Non-Federal Matching Resources:** Recognizing its obligation to provide matching resources under this agreement, the Service Provider hereby agrees to secure and contribute to the service local cash matching resources of not less than twenty-five percent (25%) of the total service costs. In no case shall the local match directly or indirectly consist of federal or state funds from any source nor may any of the funds paid the Service Provider hereunder be used to match any other federal or state funds. (The amounts and sources of the non-federal match are described in the Service Provider's proposal, which have been reviewed by the Service Provider.)
8. **Fidelity Bond Requirement:** The Service Provider represents that it has or will secure all personnel required to perform the services provided for under this contract. Such personnel shall not be employees of Centralina, nor shall such personnel have been employees of Centralina during any time within the twelve (12) month period immediately prior to the date of this contract, except with the express written consent of Centralina's Executive Director. Except as herewith provided, the Service Provider shall procure fidelity bonds for all persons authorized to receive or disburse Project funds. Non-governmental agencies shall procure either a blanket fidelity bond or name schedule fidelity bond. The bond limit for persons authorized to receive and disburse grant funds shall be the amount of compensation detailed in paragraph 5 or \$100,000, whichever is less.
9. **Approval of Subcontract or Assignability:** The Service Provider shall not assign all or any portion of its interest in this contract, nor shall any of the work or services to be performed under this contract by the Service Provider be subcontracted, without the prior written approval of Centralina.
10. **Review and Coordination:** To ensure adequate review and evaluation of the work, and proper coordination among interested parties, Centralina shall be kept fully informed concerning the progress of the work and services to be performed hereunder. Council's staff will conduct scheduled on-site assessments and may also make unannounced visits for the purpose of evaluating the Service Provider's work.
11. **Accounting:** The Service Provider shall maintain complete accounting records sufficient to document receipts and expenditures of state grant funds under this agreement. All accounting records should be maintained in accordance with the North Carolina Local Government Budget and Fiscal Control Act and the North Carolina Home and Community Care Block Grant Procedures Manual for Community Service Providers, dated July 1, 1992 (as amended), a copy of which has been provided to the Service Provider.
12. **Inspections:** Authorized representatives of Centralina and the North Carolina Division of Aging may at any reasonable times review and inspect the program activities and data collected pursuant to this contract. All reports and computations prepared by or for the Service Provider shall be made available to authorized representatives of Centralina and the North Carolina Division of Aging and Adult Services for inspection and review at any reasonable times in the Service Provider's office. Approval and acceptance of such material shall not relieve the Service Provider of its professional obligation to correct, at its expense, any errors found in the work.
13. **Maintenance of Records:** The Service Provider shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by Centralina, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim,

negotiation, audit or other action involving the Service Provider's records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

14. **Compliance with Requirements of Centralina, United States Department of Health and Human Services and North Carolina Division of Aging and Adult Services:** The Service Provider agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Title III of the Older Americans Act of 1965, as amended, and that all services will be performed in strict compliance with such existing regulations and any such regulations validly promulgated subsequent to the execution of this agreement. The Service Provider shall be bound by the applicable terms and conditions of the Notification of Grant Award executed by Centralina and the North Carolina Division of Aging and Adult Services. Said Notification of Grant Award is on file in the office of Centralina and is hereby made a part of this agreement as fully as if the same were attached hereto.
15. **Data to be Furnished to the Service Provider:** All existing information readily available to Centralina without cost and reasonably necessary, as determined by Centralina's staff, for the performance of this contract by the Service Provider shall be furnished to the Service Provider without charge by Centralina. Centralina, its agents and employees, shall fully cooperate with the Service Provider in the performance of the Service Provider's obligations under this contract.
16. **Rights in Documents, Materials and Data Produced:** Service Provider agrees that at the discretion of Centralina, all reports and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain, the property of Centralina upon termination or completion of the work. Both Centralina and the Service Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this contract, "data" includes sound recordings, or other graphic and electronic representations, and works of similar nature. No reports or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Service Provider.
17. **Identification of Document:** All reports, and other documents completed as part of this contract shall bear on title pages of such report, or document, the following legend:  
"Prepared by Service Provider under contract with Centralina Regional Council". The date (month and year) in which the document was prepared, and source of grant funds shall also be shown.
18. **Interest of Service Provider:** The Service Provider covenants that neither the Service Provider nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Service Provider's service hereunder in an impartial and unbiased manner. The Service Provider further covenants that in the performance of this contract no person having any such interest shall be employed by the Service Provider as an agent, subcontractor or otherwise.
19. **Interest of Members of Centralina and Others:** No officer, member or employee of Centralina, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this contract which may affect his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this contract or the proceeds arising therefrom.
20. **Officials Not to Benefit:** No member of or delegate to the Congress of the United States of America or the General Assembly of the State of North Carolina, resident Commissioner or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this contract or any benefits to arise here from.

21. **Prohibition Against Use of Funds to Influence Legislation:** No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Service Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
22. **Certification Regarding Nondiscrimination:** The Service Provider certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Service Provider shall make no distinction because of race, color, handicap, religion, sex or national origin in providing to eligible individuals any services or other benefits under projects financed in whole or in part with funds provided under this contract. (This provision excludes age since these funds are allocated to serve only older persons by design and by law.) The Service Provider shall comply, and assures compliance by any contractor or sub grantee receiving funds through this Agreement, with the Americans with Disabilities Act of 1990, and with requirements contained in applicable federal regulations, guidelines and rules to ensure a policy of nondiscrimination for service recipients, employees and applicants for employment. The Service Provider agrees to comply with such guidelines as Centralina or the North Carolina Division of Aging and Adult Services may issue to implement the requirements of this paragraph.

23. **Disputes and Appeals:** Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated contract administrator for the Area Agency on Aging. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grant administrator for the Service Provider. The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Service Provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency on Aging. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Service Provider of its appeal procedures and will inform the Area Service Provider that an appeal has been filed. The appeals process of the Division of Aging and Adult Services thereafter will determine procedures.

The state agency address is as follows:

Director  
North Carolina Division of Aging  
2101 Mail Service Center  
693 Palmer Drive  
Raleigh, North Carolina 27699-2101

24. **Audit:** The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statutes 143C-6-22 and 23, 159-34 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statutes 143C-6-22 and 23, 159-34 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.ncdhhs.gov/assistance/adult-services/senior-centers>

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
• Less than \$25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• Greater than \$25,000 and less than \$500,000 in State Funds or \$750,000 in Federal Funds	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
• \$500,000 + in State funds but Federal pass through in an amount less than \$750,000	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds
• \$500,000+ in State funds and \$750,000+ in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds.
• Less than \$500,000 in State	Audited Financial Statement in	May use Federal funds,

funds and \$750,000+ in compliance with OMB Uniform but not State funds.  
Federal pass through funds Guidance 2 CFR Part  
(i.e. Single Audit

25. **Audit/Assessment Resolutions and Disallowed Costs:** It is further understood that the Service Provider is responsible to Centralina for clarifying any audit exceptions that may arise from any assessment, Service Provider single or financial audit, or audits conducted by the State or Federal Governments. In the event Centralina or the North Carolina Department of Health and Human Services disallows any expenditure of grant funds made by the Service Provider for any reason, the Service Provider shall promptly repay such funds to Centralina once any final appeal is exhausted in accordance with paragraph 23. The Service Provider agrees to comply with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 and the NC Single Audit Implementation Act of 1987. Non-government agencies must comply with GS 143C- 6-23 and 159-34 .
26. **Indemnity:** The Service Provider agrees to the extent allowable by law to indemnify and save harmless Centralina, its agents and employees from and against any and all loss, cost, damage, expense and liability arising out of the Service Provider's and the community service providers' performance under this Agreement.
27. **Changes:** Centralina may require changes in the work and services, which the Service Provider is to perform hereunder. Such changes, including any increase or decrease in the amount of the Service Provider's compensation, which are mutually agreed upon by and between Centralina and the Service Provider, shall be incorporated in written amendments to this contract.
28. **Termination of Contract for Cause:** If through any cause, the Service Provider shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Service Provider has or shall violate any of the covenants, agreements, representations or stipulations of this contract, Centralina shall therefore have the right to terminate this contract by giving written notice to the Service Provider of such termination and specifying the effective date thereof. In such event, all finished documents and  
  
other materials collected or produced under this contract shall at the option of Centralina, become its property. The Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this contract, except to the extent such work must be duplicated in order to complete the contract. Notwithstanding the foregoing, the Service Provider shall not be relieved of liability to Centralina for damages sustained by Centralina by virtue of any breach of this contract by the Service Provider and Centralina may withhold payment of any additional sums as security for payment of damages caused by the Service Provider's breach, until such time as the exact amount of the damages resulting from such breach is determined.
29. **Record Retention and Disposition:** All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the DHHS record retention and disposition schedule and any Service Provider-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal



year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdr.gov/government/rm-tools>.

The DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

30. **Applicable Law:** This contract is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its designated officials pursuant to specific resolutions of their respective governing bodies or boards, as of the day and year first above written.

Gaston County:

**Gaston County Parks and Recreation Attest:**


By: \_\_\_\_\_  
**Authorized Official** **Printed Name of Authorized Official**

Title of Authorized Official

Area Agency

Attest:

Linda H. Miller  
Linda Miller, AAA Director

By:  Geraldine Gardner (Jan 25, 2024 11:18 EST)  
**Geraldine Gardner, Executive Director,  
Centralina Regional Council**

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: Denise Strosser  
Denise Strosser, Finance Officer, Centralina Regional Council

## CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING

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It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 23-24 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

	<b>State</b>	<b>Local</b>	<b>Total</b>
Noncertified Centers	\$ 3,719	\$1,238	\$ 4,957
Centers of Merit	\$ 7,283	\$2,428	\$ 9,711
Centers of Excellence	\$11,093	\$3,698	\$14,791

### FY 23-24

Budget Request (select from above **State** column) \$ 11,093

Required 25% Match (select from above **Match** column) \$ 3,698

Total Projected Budget (select from above **Total** column) \$ 14,791

AUTHORIZED SIGNATURE: Cathy Hart  
TITLE: Parks & Recreation Director DATE: 12/4/2023

**BUDGET INFORMATION**  
**STATE FISCAL YEAR 2023-2024**

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Organization Name: Gaston County Parks & Recreation

Senior Center Name: Gaston County Senior Center

Address: 1303 Dallas- Cherryville Hwy Dallas, NC 28034

Period Covered: July 1, 2023 – June 30, 2024 Date Prepared: \_\_\_\_\_

<b>OBJECTS OF EXPENDITURE</b>	<b>AMOUNT</b>
Salary and Fringe Benefits	\$ _____
Supplies/Other Operating Costs	\$ <u>9791</u>
Equipment	\$ <u>5000</u>
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
<b>TOTAL BUDGET</b> (Including local match) (Up to grant amount, only)	\$ <u>14791</u>

Each organization that receives, uses, or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: Cathy Zant

TITLE: Parks & Recreation Director DATE: 12/4/2023

## **ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE**

**NON-APPROPRIATION:** In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

### **IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E**

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. the applicable provisions within Chapter 147, Article 6E of the N.C.G.S. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S. Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)

### **NORTH CAROLINA E-VERIFY CERTIFICATION**

**APPLICABILITY:** Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS § 143-133.3, piggy-back contracts, and travel purchases.

**CERTIFICATION:** By signing and entering into this contract with Gaston County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the N.C. General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

### **ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE**

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

### **RIGHT FOR COUNTY TO AUDIT**

During the term of this contract and for one (1) year after termination, the County shall have the right to audit, internally or through an independent auditor, all books and records of the vendor as needed to evaluate the vendor's compliance with the terms and conditions of the contract or a party's payment obligations. The County shall pay its own expenses for such audit, but shall not pay any expenses or additional costs of the vendor associated with such audit. However, such expenses shall be paid to the County if the audit reveals non-compliance that would have cost the County excess of \$10,000 but for the audit. The County has the right to seek remittance for overpayment arising from the vendors' non-compliance or irregularities with the performance of the contract. Specific audit provisions established in the contract will supersede this paragraph.

**NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS** Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless stated so in the contract.

**CONFLICT OF INTEREST** Gaston County's Conflict of Interest Policy relative to contracts and subawards supported by federal financial assistance can be found at this link:


<https://www.gastongov.com/DocumentCenter/View/3821/Conflict-of-Interest-Policy-PDF> . This Policy is applicable to County public officials and employees involved in making or administering contracts or subawards, and the Contractor receiving the contract or the Subrecipient who receives a subaward from Gaston County.

**NOTE: BY SIGNING THE GASTON COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.**

**VENDOR**

Vendor Name: Centralina Regional Council

Printed name of signor for Vendor: Geraldine Gardner

By:  Title: Executive Director

Date: \_\_\_\_\_

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**GASTON COUNTY**

By: \_\_\_\_\_  
County Manager/Assistant County Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board/Deputy Clerk to the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney/Deputy County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

\_\_\_\_\_  
Finance Director/Deputy Finance Officer

### Uniform Guidance ("UG") Required Contract Provisions

APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Gaston County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersede the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements. If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200.1521.jl>

(A) For contracts in excess of simplified acquisition threshold, currently set at \$250,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 CFR Part 200, Gaston County will fully seek reimbursement from the contractor for noncompliance with the performance of this contract.

(B) For contracts in excess of \$10,000, unless otherwise expressly stated to the contrary in the contract, and subject to various applicable CFR and other regulations, such as 2 CFR Part 200, Gaston County has the authority to terminate this contract for cause or convenience, upon 30 days' notice to the contractor. During this period, the contractor has the opportunity to cure defects cited by Gaston County. If Gaston County terminates for convenience, it will pay the contractor on a pro rata basis of the goods or services received.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials (§200.323). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (§ 200.216). Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities): (i) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also § 200.471.

(L) Domestic Preferences for Procurements (§ 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

## **ADDITIONAL FEMA REQUIREMENTS**

The Uniform Rules (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II) authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires the provisions herein. By signing the Gaston County Contract Signature Page, the parties to the contract also agree to the following terms and conditions:

1. **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. The parties to this Agreement acknowledge that such modifications to the contract (such as changes to the method, price, or schedule of work) may be done, provided it is in writing and conforms with the conditions described herein and in the Contract.

2. **Access to records**

The Vendor/Contractor its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See generally Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

The Vendor/Contractor agrees to provide Gaston County, any other recipient of the grant monies, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. The provisions herein is not intended to limit access to records under other relevant State and Federal regulations, such as North Carolina Public Records Law.

3. **DHS Seal, Logo, and Flags**

The Vendor/Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See generally DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

4. **Compliance with Federal Law, Regulations, and Executive Orders**

All the parties to this Agreement acknowledge that that FEMA financial assistance will be used to fund the contract, and not for any other purpose. Additionally, the Vendor/Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

5. **No Obligation by Federal Government**

All the parties to this Agreement acknowledge that The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. **Program Fraud and False or Fraudulent Statements or Related Acts**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



# GPR-SCGP-CwVendorInfo

Final Audit Report

2024-01-25

Created:	2024-01-25
By:	Evelyn Pressley (EPressley@centralina.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2lx_aV4K2VKIMQglU_2OlrQybOKosxKc

## "GPR-SCGP-CwVendorInfo" History

-  Document created by Evelyn Pressley (EPressley@centralina.org)  
2024-01-25 - 2:21:04 AM GMT- IP address: 104.186.16.90
-  Document emailed to Denise Strosser (dstrosser@centralina.org) for signature  
2024-01-25 - 2:27:13 AM GMT
-  Email viewed by Denise Strosser (dstrosser@centralina.org)  
2024-01-25 - 2:38:10 PM GMT- IP address: 104.47.58.126
-  Document e-signed by Denise Strosser (dstrosser@centralina.org)  
Signature Date: 2024-01-25 - 2:38:18 PM GMT - Time Source: server- IP address: 174.108.95.190
-  Document emailed to Geraldine Gardner (ggardner@centralina.org) for signature  
2024-01-25 - 2:38:20 PM GMT
-  Email viewed by Geraldine Gardner (ggardner@centralina.org)  
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-  Document emailed to Linda Miller (Lmiller@centralina.org) for signature  
2024-01-25 - 4:18:05 PM GMT
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-  Document e-signed by Linda Miller (Lmiller@centralina.org)  
Signature Date: 2024-01-25 - 4:37:12 PM GMT - Time Source: server- IP address: 131.239.199.42
-  Agreement completed.  
2024-01-25 - 4:37:12 PM GMT

**CERTIFICATION OF THE AVAILABILITY OF REQUIRED  
NON-FEDERAL MATCH FOR SENIOR CENTER  
GENERAL PURPOSE FUNDING**

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It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 23-24 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

	<b>State</b>	<b>Local</b>	<b>Total</b>
Noncertified Centers	\$ 3,719	\$1,238	\$ 4,957
Centers of Merit	\$ 7,283	\$2,428	\$ 9,711
Centers of Excellence	<del>\$11,093</del>	<del>\$3,698</del>	<del>\$14,791</del>

**FY 23-24**

Budget Request (select from above **State** column) \$ 11,093

Required 25% Match (select from above **Match** column) \$ 3,698

Total Projected Budget (select from above **Total** column) \$ 14,791

AUTHORIZED SIGNATURE: Cathy Hart  
TITLE: Parks & Recreation Director DATE: 12/4/2023