



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Police Department Board Action

File #: 22-489

Commissioner Keigher - Police Department - To Accept the Surplus of a 2009 Dodge Charger (Vin#2B3KA43T49H519) and Conveyance to Gaston College to be used by Gaston College Basic Law Enforcement Training Students

STAFF CONTACT

J. D. Ramey - Gaston County Police Department - 704-866-3321

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

North Carolina Statute 160A-266 dictates the procedure of disposal of surplus property. Gaston County Police has a 2009 Dodge Charger (Vin#2B3KA43T49H519) that is included in the FY23 deadline list due to high mileage (154,215 miles). This car meets the established surplus criteria for designation as surplus equipment. Pursuant to NCGS 160A-274, Gaston County Police requests this vehicle be conveyed to Gaston College to be used by their Basic Law Enforcement Training Academy as part of their training activities and other law enforcement training.

Approval of the Board Action authorizes the County Manager or her designee to execute the agreement and other documents as may be necessary for vehicle sales and title transfers to Gaston College.

This transfer is conditioned upon the understanding that all expenses including, but not limited to, repairs, motor fuels and lubricants, tag, inspections and any other costs associated with purchase and ownership will be the sole responsibility of Gaston College.

POLICY IMPACT

N/A

ATTACHMENTS

Contract 2022-405

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	AFrale	BHovis	KJohnson	TKelgher	CRWorley	Vote
2022-392	12/13/2022	BH	KJ	A	A	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

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



GASTON COUNTY CONTRACT CONTROL SHEET

DATE TO
CLERK

TITLE	Agreement for Donation of Vehicle			
PURPOSE	Donating County Vehicle to Gaston College Basic Law Enforcement Training			
VENDOR	Gaston College			
VENDOR ADDRESS	Street	City	State	Zip
	201 US Highway 321 S.	Dallas	NC	28034
VENDOR CONTACT	Name	Phone	Email	
	Calvin Shaw	704-922-6531	calvin.shaw@gaston.edu	
DEPARTMENT	Dept	Contact	Phone	
	County Police	Chief J. D. Ramey	704-866-3321	
PREPARER	Name	Phone	Email	
	Gail Page	704-866-3321	gpage@gcps.org	

CONTRACT DATES

Effective Date	Upon Execution
Termination Notice Date	
Is this an Auto Renewal?	Yes <input checked="" type="checkbox"/> No
Expiration Date (Required)	12/30/2022
Destroy Date	
Does period exceed 12 months or beyond end of fiscal year?	Yes No

CONTRACT DETAILS

Contract Agreement FOR:	Service <input checked="" type="checkbox"/> Equipment Technology
	Lease Other:
Certificate of Insurance Attached?	Yes No N/A
Contract Agreement IS:	
<input checked="" type="checkbox"/> New	
Renewal:	Original Contract #
Amendment:	Original Contract #

FUNDING INFORMATION

Federal Grantor / Pass Through	%
Assistance Listing / CDFA#	
State Grantor	%
Local Funds	100 %
Other	%

PAY FREQUENCY

MO QRTLY YRLY PROGRESS

MUNIS

Contract / Contract Change Order Entered in Munis?	Yes <input checked="" type="checkbox"/> N/A
Comment: Contract has no funds	

ACCOUNTS / PAYMENT INFORMATION

Fund	Dept	Div	SubDiv	Program	SubProg	Future	Func	Object	Project	Total FY \$

CONTRACT COMMENTS / SPECIAL INSTRUCTIONS (REQUIRED)

Gaston County Police has a 2009 Dodge Charger (Vin#2B3KA43T49H519) that is included in the FY23 deadline list due to high mileage (154,215). This car meets the established surplus criteria for designation as surplus equipment. The vehicle will be used as part of the Gaston College BLET training activities and other law enforcement training.

Has the County Attorney's Office conducted a pre-review of this contract?

Yes ☒ No

Department Director Signature

Joseph Ramey

APPROVAL SECTION

Entity	Signature	Date
County Attorney approved as to form		
Information Technology (technology products/services review)		
Finance Director for Pre-Audit Certification		
County Manager for Signature		
Clerk, Board of Commissioners (Attest and/or Notarize)		

Contract Control Number

2022-405

North Carolina
Gaston County

Agreement for Transfer of a Vehicle

This agreement, made effective upon execution, by and between Gaston County, a political subdivision of the State of North Carolina, having a mailing address of PO Box 1578, Gastonia NC 28053-1578 and Gaston College, a North Carolina community college, having a mailing address of 201 US Highway 321 S, Dallas, NC 28034.

Whereas, vehicle transfer consists of one police vehicle, a 209 Dodge Charger (Vin#2B3KA43T49H519), also known as Gaston County Vehicle number 504; and

Whereas, pursuant to N.C.G.S. 160A-266 and 160A-274, Gaston County is conveying the police vehicle described herein to Gaston College for one dollar (\$1.00) per vehicle; and
Whereas, Gaston College is receiving the police vehicle for consideration of the terms provided herein; and

Whereas, the purpose of conveying the vehicle to Gaston College is to allow students and law enforcement to use the vehicle as part of law enforcement training.
Now Therefore, for and in consideration of the mutual covenants herein provided, the parties agree as follow:

1. Gaston County shall convey the vehicle, as described above, to Gaston College.
2. The condition of the vehicle provided to Gaston College is "as-is" and Gaston County is making no representations or warranties concerning the serviceability or quality of the vehicle. Additionally, no representations or warranties are made for future reliability of the vehicle.
3. All fees associated with the transfer of the vehicle titles shall be borne by Gaston College. The college is responsible for recording the title of the vehicle and to take other steps needed in order to take title of vehicle.
4. Gaston College shall be responsible to procure sufficient insurance for the vehicle. Additionally, to the extent permitted by North Carolina law. The college agrees to indemnify and hold Gaston County (including its employees, officers, elected officials, agents, and all others associated with the County) harmless for any liability or damages arising from the operation, usage, storage, or possession of said vehicle. Gaston College shall be responsible for maintenance of the subject vehicle.
5. Gaston College shall not sell or transfer title of the vehicle for a minimum of two (2) years from receipt of said vehicle.
6. All notices required shall be given by registered or certified mail to the parties at the following addresses. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with those notices.

Gaston County
Attn: County Manager
PO Box 1578
Gastonia, NC 28053-1578

Gaston College
Attn: Calvin L. Shaw
201 US Highway 321, South
Dallas, NC 28034

7. This Agreement may be amended or terminated by an instrument in writing executed by both parties hereto or pursuant to the terms and conditions set forth herein.
8. Neither party may assign its rights under this Agreement. Any assignment attempted without the written consent of the other party shall be void.
9. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by the County or by Gaston College shall be deemed to imply or constitute a waiver of any succeeding or other breach under this Agreement.
10. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement. All legal actions or other proceeding relating to this Agreement shall be brought in a state court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said court and hereby irrevocable waive any and all objections that they may have with respect to venue in any state court sitting in Gaston County, North Carolina.
11. Both parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by Counsel for both Gaston County and Gaston College. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
12. Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in the Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, the parties shall attempt in good faith to negotiate and agree upon a replacement provision.
13. This Agreement may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together shall constitute but one and the same instrument.

14. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable.

In Witness Whereof, the parties have caused this Agreement to be executed the day and year first written above.

Gaston County

Dr. Kim Eagle
Gaston County Manager

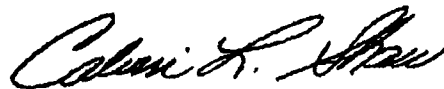
ATTEST

Clerk to the Board of Commissioners

APPROVED AS TO FORM:

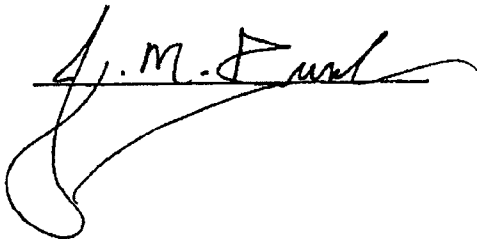
County Attorney

Gaston College



Calvin L. Shaw
Gaston College
Director, Criminal Justice
Academy, BLET

ATTEST:



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

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.

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: GASTON COLLEGE

Printed name of signor for Vendor: CALVIN L. SHAW

By: Calvin L. Shaw Title: DIRECTOR - CJ ACADEMY / BLET

Date: October 27, 2022

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 supersedes 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.eo.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200_1521.i

(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.