

NORTH CAROLINA)
)
GASTON COUNTY)

AGREEMENT FOR THE GRANT
OF GASTON COUNTY FUNDS

THIS AGREEMENT, made and entered into on the last date written below, by and between GASTON COUNTY (hereinafter referred to as the COUNTY) and Greater Gaston Development Corporation (hereinafter referred to as the GRANTEE), pursuant to and subject to the restrictions and conditions set out below;

W I T N E S S E T H :

In consideration of receipt of a grant of funds from the Board of County Commissioners of Gaston County for the following fiscal years:

FY 2016-2017: \$ 45,000

and the development of a Gaston County CLT Airport Economic Positioning Strategy, as set forth in Attachment B hereto, and incorporated herein by reference, the GRANTEE agrees to abide by the terms of this Agreement as set out below.

(1) The GRANTEE covenants and agrees to expend the funds which are the subject of this Agreement and perform services in consideration of the receipt of funds in accordance with the purposes outlined in Attachment "A" and Attachment B" attached to this Agreement and incorporated herein by reference. Funds made available to the GRANTEE pursuant to this Agreement shall be expended only in accordance with applicable federal, state and local laws, and only for the purposes set forth in the grant application and Attachment "A" and Attachment "B."

(2) Termination of this Agreement may occur for reasons described herein or in attachments hereto. The COUNTY may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.

(3) The GRANTEE agrees that it will supply such records, information and verification relating to expenditures of the funds or the operations of the GRANTEE as may reasonably be requested by the COUNTY. The GRANTEE agrees that the COUNTY shall have access to the records and premises of the GRANTEE at all reasonable times, and the GRANTEE agrees to submit such reports as the COUNTY shall request pertaining to the funds granted herein or the operations of the GRANTEE. The GRANTEE shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. GRANTEE financial records shall be sufficient for an internal or external audit. The COUNTY reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The GRANTEE shall provide for separate cost accounting of County funds, either by a separate checking account or cost center that tracks only County funds.

(4) (a) The GRANTEE shall furnish to the COUNTY by April 30, of each fiscal year of this agreement, a preliminary report comparing budgeted and actual expenditures of county grant funds through March 31.

(b) The GRANTEE shall furnish to the County a final report comparing budgeted and actual expenditures for the entire fiscal year no later than August 1, of each fiscal year for which this agreement is effective.

- (c) The GRANTEE shall report on the effectiveness in achieving the stated purpose of the grant including costs per units of service delivered.

(5) The COUNTY may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement, if such violation is not cured within thirty (30) days after the County delivers written notice of default to the Grantee. Subject to the aforementioned, suspension or termination may occur for the following reasons as determined by the COUNTY, but not limited to these reasons:

- (a) Ineffective or improper use of grant funds;
- (b) Failure to comply with the terms and conditions of the Agreement;
- (c) Submission to the COUNTY of reports which are incorrect or incomplete in any material respect;
- (d) Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or infeasible.

In addition, the COUNTY may suspend or terminate payment of grant funds if the GRANTEE fails to make satisfactory progress toward meeting the project services which are the subject of this Agreement; and the determination of whether satisfactory progress has been made shall be in the discretion of the COUNTY, but after providing Grantee no less than thirty (30) days advance written notice of such lack of progress which remains uncured.

If for any reason the payment of grant funds is suspended or terminated, the GRANTEE agrees to promptly remit to the COUNTY any payments previously received by the GRANTEE which the COUNTY deems to have been paid and received in violation of this Agreement.

(6) Any and all alterations in the restrictions and conditions upon the grant of the funds herein shall be subject to prior review and written approval by the COUNTY.

(7) This Agreement and the grant funds which are the subject of this Agreement are expressly non-assignable without the prior written consent and approval of the COUNTY.

(8) Non-expendable property purchased under this Agreement shall remain the property of the GRANTEE, unless any attached conditions provide that such property shall become the property of the COUNTY.

(9) **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 Grantee, 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.

APPLICABILITY: Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except for 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.

(10) **E-VERIFY CERTIFICATION:** By signing and entering into this contract with Gaston County, Grantee hereby certifies that it complies with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. Grantee certifies compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General

Statutes. If applicable, Grantee also certifies that any subcontractor hired or used for this contract will comply with E-Verify, as described herein.

(11) **ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE:** Grantee hereby certifies that it complies with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be duly executed in its behalf; and the GRANTEE has caused the same to be duly executed in its behalf as of the date first above written.

GASTON COUNTY, NORTH CAROLINA

ATTEST:

Clerk to the Board

By _____
(Assistant) County Manager

Date: _____

Approved as to form:

County Attorney

GREATER GASTON
DEVELOPMENT CORPORATION

ATTEST:

Secretary

By: _____
Mark C. Cramer, Executive Director

Date:

(SEAL)

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Finance Director

Date