

Gaston County

Gaston County Board of Commissioners www.gastongov.com

Parks & Recreation Board Action

File #: 24-088

Commissioner Cloninger - Parks and Recreation - To Accept and Appropriate Gaston Arts Council Grassroots Grant Funds (*Grant:* \$5,769 / *County Match:* \$5,769)

STAFF CONTACT

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

BUDGET IMPACT

Appropriate State Grant Revenues: \$5,769. Additional County match funds required \$5,769. The Gaston Arts Council Grassroots Grant will be used to recuperate funds for entertainment for the 2023 Cotton Ginning Days Festival.

BUDGET ORDINANCE IMPACT

Increase grant revenues and program supplies by \$5,769. Transfer required match of \$5,769 from Parks & Recreation Operating account to the program supplies. Grant funds will offset County expenses that were used for the Cotton Ginning Days Festival.

BACKGROUND

The 36th annual Cotton Ginning Days Festival was held on October 13-15, 2023. The festival was sponsored by the Gaston Agricultural, Mechanical, and Textile Restoration Association (also known as GAMTRA) and Gaston County Parks and Recreation. The event featured an engine show, a fully operational cotton gin, 1890's Historic Village, crafts, food, and children's activities. The festival was created to celebrate and commemorate the history of the textile industry in Gaston County. Cotton Ginning Days was selected as a Local Legacy by the United States Library of Congress in 2000.

POLICY IMPACT

N/A

ATTACHMENTS

Laserfiche Users

Budget Change Request (BCR) and Award Letter & Grant Contract

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: TKeigher 0 **RWorley** NO. DATE M1 M2 **CBrown** CCloninger AFraley **BHovis** Kohnson Vote Α AB Α A U 2024-108 03/26/2024 BH KJ Α **DISTRIBUTION:**

GASTON COUNTY BUDGET CHANGE PEOUEST (BCP)			
	BUDGET CHANGE REQUEST (BCR)		
TO:	Dr. Kim S. Eagle, County Manager		
FROM:	6120 Parks and Recreation]	
	Dept. Code Department Name		
	Cathy Hart 3/11/2024		
	Department Director Date		
REQUEST TYPE:	Line-Item Transfer Within Department & Fund ☐ Line-Item Transfer Project Transfer Within Department & Fund ☐ Additional Approp Line-Item Transfer Between Departments *Requires resolution by the Bo	riation of Funds*	
ACCOUNT DESCRIPTION As it appears in Munis Ex. Employee Training	ACCOUNT NUMBER Fund-Dept-Div-SubDiv-Prog-SubProg-Future-Obj-Proj XXXX-XXX-XXX-XXXXX-XXXXXX-XXXXXX-XXXXXX	AMOUNT** Whole dollars only Ex. (\$5,000) Ex. \$5,000	
Other Grnt Rev-Gaston Arts Council	1000-PRK-000-00000-000000-000000-04-445006-L0012	(\$5,769)	
Other Services	1000-PRK-000-00000-RecPrg-0000000-0000-04-530015	(\$5,769)	
ProgSupplies-GastonArtsCouncil	1000-PRK-000-00000-RecPrg-0000000-0000-04-520002-L0012	\$11,538	
	1		
WASS-SERVICE			
	Check cell- Amounts must sum to \$0	\$ -	
** Decreases in expenditures and increases in revenue accounts require brackets. Increases in expenditures and decreases in revenue do not require brackets. Please note that transfers between funds require inter-fund transfer accounts.			
JUSTIFICATION FOR REQUEST:			
The purpose of this transfer is to accept and appropriate a Gaston Arts Council Grassroots Grant, along with a County match. The grant will be used to recupertate costs for entertainment for the 2023 Cotton Ginning Days Festival.			
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SUBGRANT AWARD LETTER

January 19, 2024

Gaston County Parks & Recreation P.O. Box 1578
Gastonia, NC 28053

Dear Ms. Ellen Fenters:

I am pleased to advise you that the Gaston Arts Council subgrants panel has approved a grant award of \$5769.00 to your organization to support your program this year. This grant is made possible by the North Carolina Arts Council's Grassroots Arts Grant Program.

The Gaston Arts Council received 13 requests totaling \$140,347.00 for the Grassroots Arts Program Grant from Gaston County organizations this year. It was a very competitive process, and we are pleased that your organization was funding this year.

Please find in this award packet the following:

- Grant Instructions and Contract: Please read instructions thoroughly and keep them on file, along with a copy of your grant contract. One grant contract MUST be signed and returned to Gaston Arts Council before funds can be distributed.
- No Overdue Tax Debts Form: Non-government subgrantees must submit a No Overdue Tax Debts Form along with their grant contract. A copy is included in your grant package.

P.O. Box 242 • Gastonia, NC 28053 • 704. 853.ARTS • GastonArts.org Create ~ Encourage ~ Believe. • Final Report Form: Each subgrant recipient must complete a final report at the completion of their project. Reports are due to the Gaston Arts Council by (June 30th – recommend May).

Thank you for coordinating a project and agreeing to comply with state guidelines in administering your subgrant. If I can assist you further, please contact me.

Regards,

Jeszica Tillman, Arts Administrator

Gaston Arts Council



SUBGRANT CONTRACT

GRASSROOTS ARTS PROGRAM SUBGRANT CONTRACT 2023-2024

THIS AGREEMENT, made by and between the Gaston Arts Council			
and	(Grantee)		
WITNESS THAT			

WHEREAS, the Gaston Arts Council with the aid of the North Carolina Arts Council, desires to award the grant described on the enclosed Grant Notice subject to the availability of funds from the North Carolina General Assembly.

NOW THEREFORE, by signing the Agreement the Grantee agrees to and will comply with the terms and conditions set forth below and in the enclosures to this contract.

The Grantee must match this grant according to the project budget shown in the application or any subsequent approved revision of that budget. Any revised budget must be attached to this contract and approved by the *Gaston Arts Council* before this contract is valid.

The Grant Notice with any stipulations, the instructions and the grantee requirements outlining administrative procedures, acknowledgement standards and compliance conditions are enclosed as a binding part of this contract. Acceptance of this award constitutes an obligation upon the Grantee to fulfill the terms of this contract and its enclosures.

IN WITNESS WHEREOF, Gaston Arts Council and the Grantee have executed this Agreement as of the date attested by Gaston Arts Council below.

Signature of Subgrantee Authorizing Official	Date Signed
Typed or Printed Name and Title of Subgrantee Authorizing Official	al
Signature of Subgrantee Contact Person	Date Signed
Typed Printed Name and Title of Subgrantee Contact Person	·
ATTEST	1
Executive Director, Gaston Arts Council	Date Executed

Attachment E

State Grant Certification — No Overdue Tax Debts 1

Instructions:

Grantee should complete this certification for all state funds received. Enter appropriate data in the yellow highlighted areas. The completed and signed form should be attached to the contract for the grant funds and submitted to the North Carolina Arts Council. A copy of this form, along with the completed contract, will be kept at the N.C. Arts Council and available for review by the Office of the State Auditor.

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair	
Title of Second Authorizing Offici	al)
and subscribed before me on the	e day of the date of said certification.
	Title of Second Authorizing Offici

If there are any questions, please contact the North Carolina Office of State Budget and Management, NCGrants@osbm.nc.gov - (919) 807-4795

¹ G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not falled to make any payments due under the installment agreement."



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council,

Throughout the pandemic, the North Carolina Arts Council has adapted our grant-making strategies to support the arts sector. With the addition of federal funding, our agency has adjusted the Grassroots Arts Program grant guidelines to encourage investment strategies that would support long term organizational growth and sustainability. This funding is made possible by the North Carolina State legislature.

To better evaluate the impact of the Grassroots Arts Program, the North Carolina Arts Council has adjusted this final report form to help us measure the investment along three strategy pillars in FY 2023-24.

- Capacity: specific effort to strengthen organizational infrastructure.
- Sustainability: investment in leadership and talent to support strategic decision-making to address change and ongoing challenges or improve organization efficiency and resiliency.
- Expanding Relationships with Black, Indigenous, and People of Color (BIPOC): investment
 into a BIPOC led organization or effort to build and/or strengthen relationships and
 programming with artists that are.

I. Organization Information

Name of Organization:		
	State: North Carolina Zip Code:	
Work Phone:	Fax Number:	
E-mail Address:		
Applicant Race: Please sele		



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

II. Project Description Narrative

1. Please provide a short description of your project us
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2. In 500 words provide a description of the funded activity. Please include the activity's goals and outcomes and how this funding helped your organization to achieve your goals. Include: all artists, community partners and consultants involved in the project. If a formal plan was created, please attach a copy.

3. Did the outcome differ from your original plan? If so, please share any unintended outcomes.



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

III. Project Budget

Total Project Budget

Please note that the Grassroots Arts Program grant requires at least a 1:1 match.

*Please include any funds beyond the 1:1 match used to complete the project.

1.	Grassroots Arts Program grant amount
2.	Matching funds
3.	Total Project Budget \$0.00



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

Project Expenses

		Grassroots	Matching
Capacity:		Grant	Funds
A. Pe	ersonnel		
a	. Administrative Staff (i.e. staff retention or increased hours)		
b	New position	<u> </u>	
C	. Artistic Staff		
B. O	utside Contracts		
а	Artístic contracts		
b	Contract position		
C. G	eneral Operations		
a.	Financial audit		
b.	Capital Project - property or building upgrade		
c.	New equipment or upgrade		
d.	Space Rental		
e.	Travel		
f.	Marketing		
g.	Other:		
h.	Other:		
Total	Capacity Expenses	\$0.00	\$0.00
Susta	<u>linability:</u>		
A. Pl	anning		
a.	Fundraising		
b.	Strategic plan		
c.	Developed a marketing plan		
d.	DEAI (diversity, equity, accessibility, and inclusion)		
e.	AEP 6 study		
B. Ti	raining		
a.	Diversity Equity Accessibility Inclusion		
b.	Board		
c.	Staff		
C. 0	ther:		
	ther:		
	Sustainability Expenses	\$0.00	\$0.00
Expa	nding BIPOC Relationships:		
A. BI	POC artist contracts		
B. Pa	ogram expansion/evaluation		
C. O	perating support for BIPOC led organization		
D. M	larketing of BIPOC programming		
E. O	ther:		
F. O	ther:		
	Expanding BIPOC Relationships Expenses	\$0.00	\$0.00
Rema	nining Project Expenses:	741.00	
lota	al Cash Expenses	\$0.00	\$0.00



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

IV.	,	Participation Statistics
1.	Tot	al <u>number</u> of participants and audience members
	a.	Specify the <u>number</u> who are children and youth (Pre-K through secondary school students)
	b.	Specify the <u>number</u> who are consultants
	C.	Specify the <u>number</u> who are artists
Pro	ojec	t Demographics
1.	Exc	cluding artists and consultant, what percentage of project participants were: (Should add to 100%)
	a.	American Indian/Alaskan Native
	b,	Native Hawaiian/Pacific Islander
	C.	Black/African American
	d.	Hispanic/Latino
	e,	White, not Hispanic
	f.	Asian Total: <u>0</u>
2.	lf a	consultant was hired, what percentage of the project's consultants were: (Should add to 100%)
a.		American Indian/Alaskan Native
	b.	Native Hawaiian/Pacific Islander
	c.	Black/African-American
	d.	Hispanic/Latino
	e.	White, not Hispanic
	f.	Asian
	g.	N/A, not applicable Total: 0
3.	Wh	nat percentage of artists in the funded projects were: (Should add to 100%)
	a.	American Indian/Alaskan Native
	b.	Native Hawaiian/Pacific Islander
	c.	Black/African-American
	d,	Hispanic/Latino
	e.	White, not Hispanic
	f.	Aslan
	h.	N/A, not applicable Total: 0
Art	s Ec	lucation .
		I 50% or more of the project activities involve arts education; increasing knowledge and
		lls in the arts to grades Pre-K- 12? OYes ONo
		oots Arts Program Subgrant History
2.		s your organization ever received a Grassroots Arts Program subgrant before July 2022? Yes ONo
3.		nat type of organization are you? OArts OCommunity OSchool OMunicipality



Submit this report to your funding agency. It should not be submitted to the North Carolina Arts Council.

V. Attachments

1. Publicity Materials (REQUIRED)

Attach any materials used for project publicity and any other printed materials using the North Carolina Arts Council credit line and logo. Attach articles, reviews, and other materials documenting funded project.

2. Legislative Letters (OPTIONAL)

Attach copies of the letters or emails sent to legislators expressing appreciation of this grant.

3. Upload formal plan or deliverable (OPTIONAL)

Upload any formal plan created or supporting documents.

ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

<u>NON-APPROPRIATION</u>: 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 Countles. 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/fran

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.

<u>CONFLICT OF INTEREST</u> 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:		-
Printed name of signor for Vendor:		
Ву:	Title:	
Date:		-
GASTON COUNTY		
Ву:		
County Manager/Assistant County Ma	nager	•
Date:		
ATTEST:		
Clerk to the Board/Deputy Clerk to the	Board	
APPROVED AS TO FORM:		
County Attorney/Deputy County Attor	ney	
This instrument has been pre-audited i	in the manner required by the Local Gov	ernment Budget Act.
Finance Director/Deputy Finance Office	er	

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 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.ecfr.gov/cgi-bin/text-

idx?SID=04e61f4e0a8317140a9ec150bb2ac195&mc=true&node=pt2.1.200&rg n=div5#ap2.1.200 1521.ii

(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 Bullding 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.