EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A Regular Meeting of the City Council of the City of Charlotte, North Carolina was duly held at the Charlotte-Mecklenburg Government Center in Charlotte, North Carolina, the regular place of meeting, at 6:30 p.m. on August 25, 2025:

Members Present: Ajmera, Anderson, Peacock, Brown, Johnson, Mayfield, Mitchell, Watlington.

Members Absent: Driggs, Graham, Molina

* * * * * *

* * *

The bond order titled, **"BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $201,510,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA"** was introduced at the regular meeting of the City Council on August 11, 2025, and was published on August 12, 2025, with notice that the City Council would hold a public hearing thereon on August 25, 2025 at 6:30 p.m. or as soon thereafter as practicable.

The Mayor announced that the City Council would hear anyone who wished to be heard on the questions of validity of the bond order and the advisability of issuing the General Obligation Refunding Bonds.

Nobody wished to be heard at the public hearing. [or if anyone speaks, insert public comment]

After the City Council had heard all persons who requested to be heard in connection with the foregoing questions, Councilmember Mitchell moved that the public hearing be closed. The motion was seconded by Councilmember Ajmera and carried unanimously to close the public hearing.

Councilmember Anderson/Mitchell moved that the following bond order be adopted without change or amendment as previously introduced at the meeting of the City Council held on August 11, 2025, and for City Council to direct the City Clerk to publish a notice of adoption of the bond order as prescribed by The Local Government Bond Act:

BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $201,510,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF CHARLOTTE, NORTH CAROLINA

WHEREAS, the City of Charlotte, North Carolina (the "*City*") has previously issued its General Obligation Bond, Series 2023C (the "*2023C Bond*") to finance transportation improvement projects and neighborhood improvement projects;

WHEREAS, the City Council of the City (the "*City Council*") deems it advisable to refund all of the outstanding principal amount of the 2023C Bond;

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the City that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Charlotte, North Carolina, as follows:

Section 1. The City Council deems it advisable to refund the 2023C Bond.

Section 2. To raise the money required to pay the costs of refunding the 2023C Bond as set forth above, General Obligation Refunding Bonds of the City (the "*Refunding Bonds*") are hereby authorized and shall be issued pursuant to the Local Government Bond Act of North Carolina. The maximum aggregate principal amount of such Refunding Bonds authorized by this bond order shall be and not exceed $201,510,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest of the Refunding Bonds.

Section 4. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order shall take effect on its adoption.

PASSED, ADOPTED AND APPROVED this 25th day of August, 2025.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of the **FY2025 Bond Order on GO Refunding Bonds 2023C,** approved by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of August, 2025, the reference having been made in Minute Book 161.and in Resolution Book 55, Pages 724-725

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25h day of August, 2025.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, MMC, NCCMC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF THE CITY'S TAXABLE GENERAL OBLIGATION HOUSING BONDS

WHEREAS, the Bond Orders (as defined below) have been adopted, and it is desirable to make provision for the issuance of the Bonds (as defined below) authorized by the Bond Orders;

WHEREAS, the City of Charlotte, North Carolina (the "*City*") desires to issue its Taxable General Obligation Housing Bonds, Series 2025A (the "*Bonds*") in an aggregate principal amount not to exceed $75,000,000;

WHEREAS, the City requests that the Local Government Commission sell the Bonds through a competitive sale;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the City and have been made available to the City Council of the City (the "*City Council*"):

1. the Notice of Sale for the competitive sale of the Bonds (the "*Notice of Sale*"); and

2. a Preliminary Official Statement with respect to the Bonds (the "*Preliminary Official Statement*");

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. For purposes of this Resolution, in addition to the terms defined above, the following words have the meanings ascribed to them below:

"*Authorized Officers*" means the Mayor, the Mayor Pro Tem, the City Manager, the Chief Financial Officer, the City Treasurer, the City Debt Manager, the City Clerk and Deputy City Clerk, and their respective designees.

"*Bond Orders*" means, collectively, (1) the Bond Order authorizing the City to issue general obligation bonds to finance housing projects adopted on July 11, 2022 and approved by a majority of voters at a referendum held on November 8, 2022 and (2) the Bond Order authorizing the City to issue general obligation bonds to finance housing projects adopted on June 24, 2024 and approved by a majority of voters at a referendum held on November 5, 2024.

"*Bonds*" means the City's Taxable General Obligation Housing Bonds, Series 2025A authorized under the Bond Orders.

"*Chief Financial Officer*" means the Chief Financial Officer of the City or such other person servicing as the City's Finance Officer, as defined in Section 159-24 of the General Statutes of North Carolina, as amended, or his or her designee.

"*Commission*" means the Local Government Commission of North Carolina, or its designated representative.

"*Federal Securities*" means, to the extent permitted by laws of the State for the defeasance of local government bonds, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the bonds are rated by Moody's, S&P, if the bonds are rated by S&P and Fitch Ratings, if the bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under State law for the defeasance of local government bonds.

"*Fitch Ratings*" means Fitch, Inc., its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*Fitch Ratings*" will be deemed to refer to any other nationally recognized securities rating agency other than Moody's and S&P designated by the City.

"*Moody's*" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*Moody's*" will be deemed to refer to any other nationally recognized rating agency other than S&P and Fitch Ratings designated by the City.

"*Pricing Certificate*" means the certificate of the Chief Financial Officer delivered in connection with the issuance of the Bonds which establishes the final principal amounts, the maturity dates, the interest payment dates, deposits of the proceeds of the Bonds, the provisions for redemption of the Bonds and other terms of the Bonds consistent with the pricing of the Bonds and this Resolution.

"*S&P*" means S&P Global Ratings, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "*S&P*" will be deemed to refer to any other nationally recognized rating agency other than Moody's and Fitch Ratings designed by the City.

Section 2. The City shall issue its Bonds in an aggregate principal amount not to exceed $75,000,000. The final principal amount and the amount allocable to each Bond Order will be set forth in the Pricing Certificate.

Section 3. The Bonds shall be dated as of their date of issuance. The Bonds shall pay interest semiannually on July 1 and January 1, beginning January 1, 2026, unless the Chief Financial Officer establishes different dates in the Pricing Certificate. The Bonds are being issued to pay capital costs of housing projects in accordance with the Bond Orders and to pay the costs of issuing the Bonds.

Section 4. The Bonds are payable in installments on July 1 of each year beginning July 1, 2026 and ending on July 1, 2045, on an approximate level principal basis, unless the Chief Financial Officer establishes different dates in the Pricing Certificate. The maturities of the Bonds will be as set forth in the Pricing Certificate. The Bonds may be sold as term bonds and, if so, will be subject to mandatory sinking fund redemption as set forth in the Pricing Certificate. The Chief Financial Officer, in consultation with the staff of the Commission, is hereby authorized to determine the final amount of the annual installments related to the Bonds.

Section 5. The Bonds are to be numbered from "RA-1" consecutively and upward. All Bonds shall bear interest from their date at a rate or rates which will be hereafter determined on the sale thereof computed on the basis of a 360-day year of twelve 30-day months.

Section 6. The Bonds are to be registered as to principal and interest, and the Chief Financial Officer is directed to maintain the registration records with respect thereto. The Bonds shall bear the original or facsimile signatures of the Mayor, the Mayor Pro Tem or City Manager and the City Clerk or the Deputy City Clerk.

Section 7. The Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of the Bonds will be issued to The Depository Trust Company ("*DTC*"), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds in principal amounts of $5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the Bonds will be payable to DTC or its nominee as registered owner of the Bonds in immediately available funds. The principal of and interest on the Bonds will be payable to owners of Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Chief Financial Officer determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the City will discontinue the book-entry system with DTC in accordance with DTC's rules and procedures. If the City fails to identify another qualified securities depository to replace DTC, the City will authenticate and deliver replacement bonds in accordance with DTC's rules and procedures.

Section 8. The Bonds maturing on or before July 1, 2035 will not be subject to redemption prior to maturity. The Bonds maturing on and after July 1, 2036 will be subject to redemption prior to maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after July 1, 2035, at the redemption price of the principal amount of Bonds to be so redeemed, plus accrued interest to the redemption date. Different redemption provisions may be established by the Pricing Certificate.

If less than all of the Bonds are called for redemption, the City shall select the maturity or maturities of the Bonds to be redeemed in such manner as the City in its discretion may determine and DTC and its participants shall determine which of the Bonds within a maturity are to be redeemed in accordance with its rules and procedures (or if the Bonds are not in book-entry, the City will select by lot); provided, however, that the portion of any Bond to be redeemed shall be in principal amount of $5,000 or integral multiples thereof and that, in selecting Bonds for redemption, each Bond is to be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000. Whenever the City elects to redeem Bonds, notice of such redemption of Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the Bonds or portions thereof to be redeemed and further stating that on such redemption date there shall become due and payable on each Bond or portion thereof so to be redeemed, the principal thereof and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue (or as long as DTC or its nominee is the registered owner of the Bonds, such information as may be required in accordance with DTC's rules and procedures) shall be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the City by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC or its nominee is not the registered owner of the Bonds, the City will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the City. The City will also mail or transmit by facsimile or in electronic submission a copy of the notice of redemption within the time set forth above

(1) to the Commission and (2) to the Municipal Securities Rulemaking Board (the "*MSRB*") through the Electronic Municipal Market Access (EMMA) system or other electronic format as prescribed by the MSRB, but any failure or defect in respect thereto will not affect the validity of the redemption.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn or modified by notice delivered in the same manner as the notice of redemption was given.

If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the City, or on the City's behalf, in trust for the registered owners of the Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof shall cease to be entitled to any benefits or security hereunder or to be deemed outstanding, and the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date. If a portion of a Bond shall have been selected for redemption, a new Bond or Bonds of the same maturity, of any authorized denomination or denominations and bearing interest at the same rate shall be delivered for the unredeemed portion of the principal amount of such Bond.

Section 9. The Bonds and the provisions for the registration of the Bonds and for the approval of the Bonds by the Secretary of the Commission are to be in substantially the form set forth in the Appendix A hereto.

Section 10. The Chief Financial Officer is hereby directed to create and establish a special fund on the City's books and records to be designated "*City of Charlotte, North Carolina General Obligation Bonds, Series 2025A Housing Projects Fund*" or such other name as the Chief Financial Officer may determine (the "*Housing Projects Fund*"). The Chief Financial Officer will deposit the proceeds from the sale of the Bonds in the Housing Projects Fund to be used to pay the capital costs of housing projects and costs of issuance of the Bonds in accordance with the respective Bond Orders. Funds on deposit in the Housing Projects Fund shall be invested and reinvested by the Chief Financial Officer as permitted by the laws of the State of North Carolina. The Chief Financial Officer shall keep and maintain adequate records pertaining to disbursements from the Housing Projects Fund so as to satisfy the requirements of the laws of the State of North Carolina.

Section 11. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 12. The Commission is hereby requested to sell the Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the City, determined on the basis of the true interest cost method or such other basis as may be determined by the Commission.

Section 13. The Authorized Officers are hereby authorized and directed, individually and collectively, (1) to cause the Bonds to be prepared and (2) when they have been duly sold by the Commission, (a) to execute the Bonds and (b) to turn the Bonds over to the registrar and transfer agent of the City for delivery through the facilities of DTC to the purchaser or purchasers to whom they may be sold by the Commission.

Section 14. The form and content of the Notice of Sale and the Preliminary Official Statement together with the final Official Statement (the "*Final Official Statement*") related to the Bonds are in all respects authorized, approved and confirmed, and the Authorized Officers, individually and collectively, are authorized, empowered and directed to execute and deliver the Final Official Statement in substantially the form and content made available to the City Council, but with such changes, modifications, additions or deletions therein as shall to the Authorized Officers seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the City Council of any and all changes, modifications, additions or deletions therein from the form and content of the Preliminary Official Statement made available to the City Council.

Section 15. The Authorized Officers are authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution, including the on-going administration of the Bonds. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

Section 16. The City agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*") and for the benefit of the Registered Owners and beneficial owners of the Bonds, as follows:

> (1) by not later than seven months after the end of each fiscal year to the MSRB in an electronic format as prescribed by the MSRB, the audited financial statements of the City for the preceding fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such fiscal year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;
>
> (2) by not later than seven months after the end of each fiscal year to the MSRB, the financial and statistical data as of a date not earlier

than the end of the preceding fiscal year for the type of information included under the captions **"THE CITY--DEBT INFORMATION"** and **"--TAX INFORMATION"** (excluding information on overlapping units) in the Final Official Statement;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the Bonds:

(a) principal and interest payment delinquencies;

(b) non-payment related defaults, if material;

(c) unscheduled draws on the debt service reserves reflecting financial difficulties;

(d) unscheduled draws on any credit enhancements reflecting financial difficulties;

(e) substitution of any credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(g) modification of the rights of the beneficial owners of the Bonds, if material;

(h) call of any of the Bonds, other than mandatory sinking fund redemptions, if any, if material, and tender offers;

(i) defeasance of any of the Bonds;

(j) release, substitution or sale of any property securing repayment of the Bonds, if material;

(k) rating changes;

(l) bankruptcy, insolvency, receivership or similar event of the City;

(m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;

(n) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect the beneficial owners of the Bonds, if material; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

(4) in a timely manner to the MSRB, notice of the failure by the City to provide the required annual financial information described in (1) and (2) above on or before the date specified.

For purposes of this undertaking, "*financial obligation*" means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term "*financial obligation*" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The City agrees that its undertaking under this section is intended to be for the benefit of the beneficial owners of the Bonds and is enforceable by any of the beneficial owners of the Bonds, including an action for specific performance of the City's obligations under this section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the Bonds. An action must be instituted, had and maintained in the manner provided in this section for the benefit of all of the beneficial owners of the Bonds.

All documents provided to the MSRB as described in this section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The City may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The City may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, but:

(1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of each Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;

(3) any such modification does not materially impair the interest of the beneficial owners of the Bonds, as determined by nationally recognized bond counsel or by the approving vote of the registered owners of a majority in principal amount of the Bonds at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the Bonds.

Section 17. Those portions of this Resolution other than Section 16 may be amended or supplemented, from time to time, without the consent of the owners of the Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not materially adversely affect the interests of the owners of such Bonds. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the Bonds then outstanding, exclusive of such Bonds, if any, owned by the City, but a modification or amendment (1) may not, without the express consent of any owner of affected Bonds, reduce the principal amount of any such Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Section 16, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the Bonds is binding on all owners of such Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of such Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the Bonds, the registrar of the Bonds shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of such Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books (or by such other means acceptable to the registered owner); but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the registrar of the Bonds for inspection by all owners of such Bonds. If, within 60 days or such longer period as shall be prescribed by the City following the giving of such notice, the owners of a majority in aggregate principal amount of such Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 18. Nothing in this Resolution precludes (a) the payment of the Bonds from the proceeds of refunding bonds or (b) the payment of the Bonds from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of any of the Bonds the principal of such Bonds (including interest to become due thereon) and, premium, if any, on such Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, and then, to the extent permitted by law, such Bonds shall be considered to have been discharged and satisfied, and the principal of such Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized verification agent that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance with respect to such Bonds, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the City, for the mailing of a notice to the owners of such Bonds that such moneys are so available for such payment.

Section 19. All acts and doings of any officer of the City that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bonds are in all respects approved and confirmed.

Section 20. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 21. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 22. This Bond Resolution is effective on its adoption.

PASSED, ADOPTED AND APPROVED this 25th day of August, 2025.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of August, 2025, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 55 Page(s) 726-739.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25h day of August 2025.

Stephanie C. Kelly, City Clerk, CMC, NCCMC

APPENDIX A

No. RA- $

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
CITY OF CHARLOTTE

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: **DOLLARS**

TAXABLE GENERAL OBLIGATION HOUSING BOND, SERIES 2025A

THE CITY OF CHARLOTTE, NORTH CAROLINA (the "*City*") acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on January 1, 2026 and semiannually thereafter on July 1 and January 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to The Depository Trust Company ("*DTC*") or its nominee as registered owner of the Bonds and is payable to the owner of the Bonds shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, a bond resolution adopted by the City Council of the City on August 25, 2025 (the "*Bond Resolution*") and the following bond orders: (1) the Bond Order authorizing the City to issue general obligation bonds to finance housing projects adopted on July 11, 2022 and approved by a majority of voters at a referendum held on November 8, 2022 and (2) the Bond Order authorizing the City to issue general obligation bonds to finance housing projects adopted on June 24, 2024 and approved by a majority of voters at a referendum held on November 5, 2024 (collectively, the "*Bond Orders*"). The Bonds will initially be issued by means of a book-entry system as described in the Bond Resolution. Capitalized terms used herein and not otherwise defined have the meaning set forth in the Bond Resolution.

The Bonds are issued to pay capital costs of housing projects in accordance with the Bond Orders and to pay the costs of issuing the Bonds.

The Bonds maturing on or before July 1, 2035 will not be subject to redemption prior to maturity. The Bonds maturing on and after July 1, 2036 will be subject to redemption prior to maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after July 1, 2035, at the redemption price of the principal amount of Bonds to be so redeemed, plus accrued interest to the redemption date. Provisions related to the procedures for the redemption of the Bonds are set forth in the Bond Resolution.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes.

The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City has caused this Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

____________________________ ____________________________
City Clerk Mayor

Date of Execution: _____________, 2025

The issue hereof has been approved under the provisions of The Local Government Bond Act.

____
Deputy Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

____

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: ________________
Signature guaranteed by:

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“*Stamp*”) or similar program.	*NOTICE:* The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE COUNTY OF MECKLENBURG PERTAINING TO THE PROVISION OF YOUTH DIVERSION PROGRAMS BY THE CITY OF CHARLOTTE.

WHEREAS, General Statute § 160A-461, "Interlocal cooperation authorized," authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the County of Mecklenburg and the City of Charlotte wish to enter into an Interlocal Agreement, by which the City has agreed to provide certain youth diversion program services funded by Mecklenburg County's Juvenile Crime Prevention Council through funds received from the North Carolina Division of Juvenile Justice, pursuant to the attached Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby ratify the attached revenue Interlocal Agreement between the City of Charlotte and the County of Mecklenburg. The City Manager, an Assistant City Manager or his/their designee - including the Director or Deputy Director of the City of Charlotte's Housing and Neighborhood Services Department - is hereby authorized and directed to execute the attached Interlocal Agreement, and any amendments, modifications or extensions thereto, and this resolution shall be spread upon the minutes.

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 25th day of August, 2025, the reference having been made in Minute Book 161, and recorded in full in Resolution Book 55 Page(s) 740-767.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 25h day of August 2025.

CITY OF CHARLOTTE MECKLENBURG L S 1775 NORTH CAROLINA

Stephanie C. Kelly

Stephanie C. Kelly, City Clerk, CMC, NCCMC

Draft Interlocal Agreement

State of North Carolina
County of Mecklenburg

Financial Services Department
Procurement Division

This Contract, entered into on August __________, 2025 by and between the COUNTY OF MECKLENBURG, a political subdivision of the State of North Carolina, through its Criminal Justice Services hereinafter referred to as "County" and **CITY OF CHARLOTTE**, hereinafter referred to as "Vendor", duly licensed and authorized to conduct business in Mecklenburg County.

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.
The County and Vendor agree as follows:

1. <u>ENGAGEMENT, TERM AND CONTRACT DOCUMENT</u>

1.1. Purpose, Scope and Contract Amount

The County is engaging "the Vendor" for the purpose of providing Interpersonal skill building workshops for youth as an alternative to arrest while providing appropriate support to redirect behavior as further described in **Exhibit A SCOPE OF WORK**, payable as provided in section **3. METHOD AND CONDITION OF PAYMENT** in an amount not to exceed **<u>$240,000.00</u>.**

The amount consists of the following funds: State

1.1.1. ☐ There are no matching requirements from the Vendor.

1.1.2. ☒ Vendor's matching requirement is <u>30%</u>, which consist of the following:
☐ In-kind ☐ Cash ☐ Cash and In-kind ☒ Cash and/or In-kind

1.1.2.1. Any contributions from the Vendor required under this agreement shall be sourced from non-federal funds. The total Contract amount including any Contractor match shall not exceed $240,000.00 USD.

1.2 Term Effective and Ending Dates

1.2.1. The Contract service performance period shall commence on July 1, 2025, or the last party signature date, whichever is later.

1.2.2. The Contract term ends on **<u>June 30, 2026.</u>**

1.2.3. During the Contract term and any extensions, services will be subject to, and contingent upon annual appropriation of funding for the services. The Vendor will be required to complete and submit the following on an annual basis:

1.2.3.1. Any required proof of insurance.

1.2.3.2. Any required proof of annual trainings or attestations, if applicable.

1.2.3.3. Any required Exhibits.

1.2.3.4. Audited financial statement, or proof of exemption.

1.2.4. A Contract Amendment executed by the parties and the completion of any required documents must be signed and submitted prior to the expiration of each Contract term.

2. <u>NOTICES AND PARTY REPRESENTATIVES</u>

2.1. Notices

2.1.1. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier or by electronic mail to the Vendor Representative at the address set forth in **Section 2.2.1 Vendor Representative** and/or to Procurement Analyst at the address set forth in **Section 2.3.4. – County Procurement Analyst.**

2.1.2. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by electronic mail, shall also be simultaneously sent by regular mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

2.2. Party Representatives

2.2.1. Vendor Representative	**2.2.2.** Vendor Project Manager
Name: Cara Evans-Patterson	Name:
Address: 601 East Trade Street Charlotte NC 28202	Address:
Phone: (704) 574-3186	Phone:
Email: Cara.EvansPatterson@charlottenc.gov	Email:

2.2.3. County Department Project Manager	**2.2.4.** County Procurement Analyst
Name: Elizabeth Swann	Name: Brittny Tolufashe
Address: 715 E 4th Street Charlotte NC 28202	Address: 700 E 4th Street, 4th Flr Charlotte NC 28202
Phone: (980) 314-1705	Phone: (980) 314-4204
Email: Elizabeth.Swann@MeckNC.gov	Email: Brittny.Tolufashe@MeckNC.gov

3. METHOD AND CONDITION OF PAYMENT

3.1. The County will pay the Vendor for the delivery of good/service units provided in accordance with the terms and conditions of this Contract.

3.2. The County will pay for the services/deliverables at the unit prices and limits in the table below. The allowable administrative rate of costs for County funded Contracts shall not exceed 4% of the total fiscal year award amount. Administrative costs must be referenced in the County approved Contract budget and the Vendor must be able to demonstrate that the applicable costs are not duplicated elsewhere as direct costs.

CATEGORY	AMOUNT
I. Personnel Services	**$223,795.00**
120 - Salaries & Wages -	*$124,349.00*
180 - Fringe Benefits –	*$99,446.00*
II. Supplies & Materials	**$1,805.00**
260 – Office Supplies and Materials -	*$1,605.00*
290 – Other Supplies and Materials -	*$200.00*
III. Current Obligations & Services	**$14,400.00**
390 – Other Services -	*$14,400.00*
TOTAL	**$240,000.00**

3.3 Line items as listed in 3.2, not to exceed the maximum amount payable under the terms of this Contract, may be adjusted by mutual written consent between the Vendor and the County. In such case, the Vendor shall provide an updated budget to be placed on file with all parties. These prices constitute the maximum total fees and charges payable to the Vendor under this Contract and shall not be increased except by a written instrument executed by both parties.

3.4 The price(s) stated in this Contract shall not increase for the initial term. The Vendor shall provide the County with sixty (60) days prior written notice of the revised price(s), if any, for subsequent Contract periods for which the County may elect to renew beyond the initial term. If the County agrees to the revised price(s), such changes will become effective the first day of the new applicable term and be reflected in a new Line-Item Budget provided by the Vendor, which will replace the existing Line-Item Budget for the successor term.

3.5 Price increases shall only be allowed when justified in the County's sole discretion based on legitimate, bona fide increases in the cost of providing the products and/or services covered under this Contract. No adjustment shall be made to compensate the Vendor for inefficiency in operation, increase in labor costs or for additional profit.

3.6 The Vendor warrants that, prices extended to the County under this Contract are comparable to or better than those being offered to any other customer purchasing similar quantities. During the term of this Contract, if the Vendor enters a Contract with another entity that provides better pricing and terms than this Contract, then the Vendor shall be obligated to provide the same to the County for subsequent purchases and the County shall be notified of changes to the Contract pricing. During any term of this Contract, if lower prices and rates become effective for like quantities of Products and/or Services, through a reduction in list prices, promotional discounts, or other circumstances, the County must be given immediate benefit of such lower prices and rates, and the County shall be notified of changes in Contract pricing

3.7 Submit monthly detailed invoices via electronic format to: Elizabeth.Swann@MeckNC.Gov

3.8 Electronic invoices must be submitted in accordance with the privacy and security requirements set forth in **SECTION 9 - SAFEGUARDING CUSTOMER AND COUNTY INFORMATION.**

3.9 Per North Carolina State regulations, payment may not be authorized during the following times: holidays, weekends, or days when the program is scheduled to be closed. County Holidays are: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day after, Christmas and two (2) other designated days either before or after Christmas. County Holidays are: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day after, Christmas and two (2) other designated days either before or after Christmas.

3.10 Payment will be made via electronic funds transfer (EFT).

3.11 The invoice will be due no later than the 5th of each month and will be paid providing the Contract has been fully executed.

3.12 Upon receipt, the invoice will be validated and verified for accuracy and submitted to the County's Financial Services Department for payment. Incorrect invoices will be clarified with Vendor with corrections/changes made on a revised invoice.

3.13 The date of the revised invoice will be considered as the original date of the invoice.

3.14 Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.

3.15 The County will authorize approved amounts to be paid to Vendor.

3.16 **For services rendered from June 1st through June 30th of the previous year, the invoice will be due no later than July 5th of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service. If billing is over (60) calendar days, the County may deny payment.**

3.17 The Vendor shall prepare and submit with invoice each month, a supporting statement documenting actual monthly expenses per the line-item budget. The total amount paid under the terms of this Contract shall not exceed the actual expenditures incurred by the Vendor.

3.18 The County has no obligation to reimburse the Vendor for any travel or other expenses incurred in connection with this Contract unless specified and agreed to by both parties. If reimbursement is required by the County, all travel expenses must be in accordance with the County Travel Policy and Procedures and must be preapproved in writing by the County.

4. INSURANCE REQUIREMENTS

4.1. Throughout the Term, Vendor and any of its subcontractors will comply with the insurance requirements described in this section. In the event that Vendor fails to maintain required insurance, the County shall be entitled to terminate or suspend the Contract immediately.

4.1.1. For operations or services rendered under this Contract the Certificate of Insurance must name Mecklenburg County as the holder of the certificate of insurance.

4.1.2. Mecklenburg County must be named as an additional insured under Vendor's Commercial General Liability insurance policy.

4.1.3. All Certificates of Insurance must have a retroactive date of no later than the first date services under this Contract are to be performed.

4.2. The Vendor agrees to purchase and maintain the following insurance coverage during the Term:

Commercial General Liability

Insurance with a limit not less than $1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

Automobile Liability

Insurance with a limit of not less than $1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

Workers' Compensation

Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and Employers' Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit.

Professional Errors & Omissions

Insurance with a limit of not less than $1,000,000 per claim occurrence as shall protect the Vendor and the Vendor's employees for negligent acts, errors or omissions in performing the professional services under this Master Agreement.

Sexual Abuse and Molestation

Abuse and Molestation Insurance in the amount of $1,000,000 occurrence/aggregate, covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers.

Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

4.3. Vendor shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this section and has furnished corresponding certificates of insurance to the County with the Contract. Vendor shall be responsible for notice to the County of any material changes (including renewals) to or cancellation of required insurance coverage. Vendor shall not allow any subcontractor to commence work without proof of the same insurance coverage required of Vendor under this Contract.

4.4. All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Vendor must submit evidence of the right to self-insure under North Carolina law.

4.5. Payment of any deductible or retention shall be the sole responsibility of the Vendor or, as applicable, Vendor's subcontractor. The County shall not be liable for any deductible or self-insured retention in any insurance policy of Vendor.

4.6. Vendor's insurance shall be primary of any self-insurance or insurance policy carried by the County for all loss or damages arising from the Vendor's operations under this Contract. The Vendor and each of its subcontractors shall waive all rights of subrogation against the County and each of the Indemnitees.

5. AUDIT REQUIREMENTS

5.1 Vendors with total annual contract amounts **of one hundred thousand dollars ($100,000)** or more from **all** Mecklenburg County contracts are required to submit annual Audited Financial Statements prepared by an independent CPA. The Audited Financial Statements must include the following:

5.1.1 Balance Sheet~~,~~ (also referred to in some organizations as a Statement of Financial Position or Statement of Assets, Liabilities and Owner's Equity).

5.1.2 Statement of Income (also referred to in some organizations as a Statement of Revenues and Expenses).

5.1.3 Statement of Cash Flows.

5.1.4 Independent Auditors' Opinion.

5.1.5 Notes to Financial Statements and Supplement Information. The Notes to the Financial Statements are required as they provide additional detail and further explanation of the financial statements.

5.1.6 The Audited Financial Statements may also include additional information such as management's discussion and analysis, schedules, or exhibits that provide further detailed items included in the basic financial statements.

5.1.7 If the contractor is subject to Single Audit requirements, such audit report shall also be provided along with a copy of the audited financial statement.

5.2. Vendor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

5.3. County, during the term of this Contract and for a period of two years after expiration or termination, shall have the right to audit, either itself or through an independent auditor, all books, records, and facilities of the Vendor necessary to evaluate Vendor's compliance with the terms and conditions of this Contract or the County's payment obligations. The County shall pay for its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs to the Vendor.

6. INCORPORATION

Any exhibits attached to this Contract are incorporated herein and made part of this Contract by reference. Each reference to the Contract shall be deemed to include the Exhibits selected below. Any conflict between the language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract; provided, however, if the parties have executed a Business Associate Agreement, either as an Exhibit to this Contract or as a separate agreement, any conflict between the Business Associate Agreement and this Agreement shall be resolved in favor of the Business Associate Agreement.

☒ Exhibit A: Scope of Work
☐ Exhibit B: Business Associate Agreement
☐ Exhibit C: False Claims Act – Contractors and Suppliers Education and Notice

7. LEGAL RESPONSIBILITIES OF VENDOR - COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS AND AUTHORITY TO CONTRACT

7.1. Vendor shall:

7.1.1. Have all the requisite power and authority to execute, deliver and perform its obligations under this Contract and to provide the service(s) stipulated in this Contract as described Exhibit A**. SCOPE OF WORK** and in accordance with applicable standards for the service(s).

7.1.2. Furnish financial and program data as required to document those applicable standards have been met.

7.1.3. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

7.1.4. If applicable, comply with Section 6032 of the Deficit Reduction Act of 2005 (42 USC 1396(a)(68)) as a condition of enrollment in the North Carolina Medicaid Program by ensuring that the Vendor and any agent of the Vendor are aware of the Federal False Claims Act, 31 USC 3729 et seq., administrative remedies for false claims and Statements established under 31 USC 3801 et seq., and any North Carolina State laws pertaining to civil or criminal penalties for false claims and Statements and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse.

7.1.5. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of Vendor or any of its officers, employees, agents or representatives.

7.1.6. Certify that no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Vendor in order for Vendor to enter into and perform obligations under this Contract.

7.1.7. Not violate any Contract with any third party by entering into or performing this Contract.

7.1.8. Assure that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Vendor otherwise expends for Contract services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Vendor's total expenditure of other public funds for such services.

7.1.9. Certify that it has identified to the County all jobs related to the Contract that have been outsourced to other countries, if any. The Vendor further agrees that it will not outsource any such jobs during the term of this Contract without obtaining prior written approval from the County.

7.1.10. Agree to make itself aware of and comply with, and cause it subcontractors to comply with all Federal, State, and local laws, regulations and ordinances, to the extent any apply, relating to the performance of this Contract and to the products and services delivered hereunder, including without limitation, E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes), Workers' Compensation, the Fair Labor Standards Act (FSLA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Health Administration (OSHA). The Vendor further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Vendor will indemnify, defend and hold harmless the County from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

7.1.11. If applicable, make available all services under this Contract to all persons without discrimination on the grounds of race, color, creed, national origin, religion, age, sex, disability or any other status protected by law.

7.1.12. Notify the County within five (5) days upon the receipt of notification from the North Carolina Secretary of State that the business charter, articles of incorporation, articles of organization, or certificate of authority of the corporation or limited liability company is under suspension pursuant to N.C.G.S. §105-230 for failing to file any report or return or to pay any tax or fee required by the North Carolina Department of Revenue or to sign an agreement for repayment within ninety (90) days after it is due.

7.1.13. Represent that as of the date of this Contract, Vendor is not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Vendor further agrees to notify the County Procurement Department if at any time during the term of this Contract, it is added to the "List." The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims demands, lawsuits, actions or proceedings either: (i) alleging violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the services or any products or deliverables provided to the County pursuant to this Contract ("infringement claims"); (ii) seeking payment for labor or materials purchased or supplied by the Vendor or its subcontractors in connection with this Contract; (iii) arising from the Vendor's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Vendor or any of its agents, employees or subcontractors relating to the performance of this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; (iv) arising from a violation of any Federal, State or local law, regulation or ordinance by the Vendor or any of its subcontractors, including without limitation E-Verify or other immigration laws; or (v) arising from any claim that the Vendor or an employee or subcontractor of the Vendor is an employee of the County, including but not limited to claims relating to workers' compensation, failure to withhold taxes, and the like. For purposes of this section: (a) the term "Indemnitees" means the County and each of the County's officers, officials, employees, agents and independent contractors, excluding the Vendor; and (b) the term "charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities including settlement amounts.

9. SAFEGUARDING CUSTOMER AND COUNTY INFORMATION

9.1. Both parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of customer records, files or communications in addition to the terms of this Contract.

9.2. Both parties agree to secure privacy, confidentiality and integrity of customer, employee, and administrative data on automated systems and to install antivirus protection and a firewall as well as any other industry standard security measures.

9.3. Electronic exchange of confidential information, including any email which will include invoices, customer billing information, employee or administrative data, or any information regarding the delivery of services to customers/clients/patients, must be sent and received via encrypted methods. Vendor is responsible for determining how to send encrypted emails to the County.

9.4. Vendor agrees to keep confidential any information about a customer or the County pursuant to the CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT which is incorporated herein as part of this Contract as follows:

9.4.1. Vendor has obtained or may need to obtain confidential information from the County or its licensors, contractors or suppliers in connection with the provision of services to the County or the discussions of such a proposed relationship.

9.4.2. The County and Vendor desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

9.4.3. In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows. As used in this Contract, the following terms shall have the meanings set forth below, DEFINITIONS:

9.4.3.1. Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known is obtained from the County or any of its suppliers, contractors or licensors which falls within any of the following general categories. The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

9.4.3.2. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the County or Vendor or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

9.4.3.3. Highly Restricted Information. Vendor acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) Vendor will also comply with any more restrictive instructions or written policies that may be provided by County from time to time to protect the confidentiality of Highly Restricted Information, as defined below:

9.4.3.3.1. Information of County or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

9.4.3.3.2. Information relating to criminal investigations conducted by County, and records of criminal intelligence information compiled by County.

9.4.3.3.3. Information contained in County's personnel files, as defined by N.C. Gen. Stat. 153A-198. This consists of all information gathered by County about employees, except for that information which is a matter of public record under North Carolina law.

9.4.3.3.4. Citizen or employee social security numbers collected by County.

9.4.3.3.5. Computer security information of County, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

9.4.3.3.6. Local tax records of County that contain information about a taxpayer's income or receipts.

9.4.3.3.7. Any attorney/client privileged information disclosed by either party.

9.4.3.3.8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

9.4.3.3.9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.

9.4.3.3.10. Protected health information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), and any other health information that is designated as confidential under Federal or State law.

9.5. RESTRICTIONS. Vendor shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

9.5.1. Vendor shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by County in writing.

9.5.2. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or Vendor of the County or Vendor having a need to know such Confidential Information for purpose of performing work contemplated by this Contract between the County and Vendor, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. Vendor shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.

9.5.3. Vendor shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written Contracts between the parties hereto or is for the purpose for which such Confidential Information is being disclosed.

9.5.4. Vendor shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

9.5.5. Vendor shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

9.5.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Vendor shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

9.5.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to County or destroyed upon satisfaction of the purpose of the disclosure of such information.

9.5.8. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

9.5.9. Take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

9.6 EXCEPTIONS. County agrees that Vendor shall have no obligation with respect to any Confidential Information that Vendor can establish:

9.6.1 was already known to Vendor prior to being disclosed by County.

9.6.2 was or becomes publicly known through no wrongful act of Vendor.

9.6.3 was rightfully obtained by Vendor from a third party without similar restriction and without breach hereof.

9.6.4 was used or disclosed by Vendor with the prior written authorization of County.

9.6.5 was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Vendor shall first give to the other party notice of such requirement or request.

9.6.6 was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

9.7 REMEDIES. Vendor acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the County's proprietary interests therein. Accordingly, it is agreed that if Vendor breaches its obligations hereunder, COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

9.8 DATA SECURITY. Vendor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

9.9 Vendor shall report a suspected or confirmed security breach to the County Department Procurement Analyst within twenty-four (24) hours after the breach is first discovered, provided that the Vendor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

9.10 If any applicable Federal, State, or local law, regulation, or rule requires the Vendor to give written notice of a security breach to affected persons, the Vendor shall bear the cost of the notice.

10. <u>DIGITAL ACCESSIBILITY COMPLIANCE</u>

10.1. Vendor will comply with the following:

10.1.1. Mecklenburg County has a Digital Accessibility Policy related to all public-facing digital communications initiatives. The policy supports Mecklenburg County's goal of providing equal access to all members of the public and complying with all applicable digital accessibility laws. Mecklenburg County has obligations under laws including (but not limited to): The Americans with Disabilities Act of 1990 (or "ADA", 28 CFR Parts 35 and 36), Section 508 of the Rehabilitation Act of 1973 (or "Section 508", 36 CFR 1194).This policy should be used when procuring third-party products, components or services related to the "public-facing digital communications" that are considered to be in scope for accessibility compliance and defined as:

10.1.1.1. Mobile Websites and Applications: Mobile optimized websites and native applications (e.g., iOS®, Android®) that can be used by the public to interact with any services offered by Mecklenburg County.

10.1.1.2. Websites & Social Media: Websites and digital content (HTML or non-HTML) that can be accessed by the public via internet browser or social media platform (e.g., Facebook, etc.).

10.1.1.3. Other Public Facing Websites: Other Mecklenburg County public-facing sites such as: E-Parks, EastwayRec.com, and other department websites.

10.1.1.4. Any other digital communications effort towards public recipients.

10.1.1.5. Ensure compliance with this policy, <u>Voluntary Product Accessibility Template (VPAT) for</u>

WCAG.docx or comparable proof of accessibility testing must be submitted to Public Information's Web Services Manager at a11y@MeckNC.gov prior to any product public implementations.

11. RECORDS AND REPORTS

11.1. If applicable, Vendor shall maintain customer records which date and document the service delivered for the individual customer, a valid authorization for service, program records, documents and other evidence which reflect program operations.

11.2. Vendor shall furnish information to County, as requested, to support provision of service(s) pursuant to this Contract and the full cost of the service. Vendor agrees to submit requested changes to the Contract, or approved supporting information, for prior review, as needed or required.

11.3. Vendor shall maintain books, records, documents and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five years after final payment or until all audits continued beyond this period are completed or longer if required by funding source. If applicable, the record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years. Upon request, Vendor shall make available such books, records and other documents necessary to certify the nature and extent of the cost of the services to the Secretary of Health and Human Services and the Comptroller General of the United States or their duly authorized representatives. A fixed assets inventory must be kept current by the Vendor.

11.4. Vendor shall maintain records, which clearly identify income, expenditures, assets and liabilities for this contracted service. Federal, State and County auditors and any other persons authorized by County shall have the right to examine any of these materials. In the event Vendor dissolves or otherwise goes out of existence, records produced under this Contract will be turned over to the County.

12. SUBCONTRACTING

12.1. Vendor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the County.

12.2. Vendor shall be responsible for the performance of any subcontractor.

12.3. Vendor is responsible for all goods and/or services produced pursuant to this Contract whether furnished by the Vendor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Vendor further agrees that the County shall not be liable to the subcontractor in any way or for any reason relating to this Contract and agrees to indemnify and hold the County harmless from any claims against the County related to subcontract with Vendor.

12.4. Vendor shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Vendor's performance being performed by or through the subcontract.

13. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. AMENDMENT

This Contract may be amended at any time with mutual consent of the parties hereto, but any amendment shall be in writing and signed by the parties hereto.

15. SEVERABILITY

In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, the remaining provision or requirement shall continue to be enforced to the extent they are not in violation of law or not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

16. WAIVER

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

17. REDUCTION OR NON-APPROPRIATION OF FUNDS

17.1 The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the County.

In the event that Federal, State, Local or Grant funding is no longer available or has been reduced, the County shall notify the Vendor and shall not be obligated to continue this Contract or any part thereof.

17.2 If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Contract for a given fiscal year, the County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will notify Vendor of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Contract.

18. SALES/USE TAX REFUNDS AND TAXES

18.1 Vendor shall pay all applicable federal, state, and local taxes chargeable against the performance of the services.

18.2 N.C. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Vendor certifies that it and all of its affiliates (if any) collect all required taxes.

18.3 If eligible, the Vendor and all subcontractors shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

19. CHANGE IN CONTROL

19.1 In the event of a change in "Control" of Vendor (as defined below), the County shall have the option of terminating this Contract by written notice to Vendor as specified under the terms of **Section 20 – TERMINATION**. Vendor shall notify the County within ten (10) days after it becomes aware that a change in Control is imminent or has occurred. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either: (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Vendor; or (ii) the power to direct or cause the direction of the management and policies of Vendor whether through the ownership of voting securities, by Contract or otherwise, or (iii) the position of Executive Director, Board Chairman or more than 25% of the Board of Directors.

19.2 The Vendor shall not replace any of the key personnel assigned to the performance of this Contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the Contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

20. TERMINATION

20.1 Termination Without Cause

The County or Vendor may terminate this Contract at any time without cause by giving thirty (30) calendar days prior written notice to the other party deliverable in person or by certified or registered mail to the persons identified as the Contract Administrator/Analyst for each party as set forth in **Section 2.2 Party Representatives.** In the event the County terminates this Contract, the Vendor shall continue performing the service or work on the deliverable item until the termination date designated by the County in its termination notice. The County shall pay the Vendor for satisfactory work completed through the date of termination under the terms of this Contract.

20.2 Termination With Cause

20.2.1 If, through any cause, the Vendor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Vendor under this Contract shall, at the option of the County, become its property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Vendor's breach of this Contract, and the County may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Vendor, without limiting any other remedies for breach available to it, County may procure the Contract services from other sources and hold the Vendor responsible for payment of any excess cost occasioned thereby.

20.2.2 The filing of a petition for bankruptcy by the Vendor shall be an act of default under this Contract, and the County shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof.

20.2.3 The County shall have the right to terminate this Contract by giving thirty (30) calendar days prior written notice to the Vendor and specifying the effective date thereof if the Vendor takes or fails to take any action which constitutes grounds for termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract. County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

20.3 Obligations Upon Expiration or Termination

Upon expiration or termination of this Contract, Vendor shall promptly (a) return to the County all computer programs (with the exception of software that Vendor provided as part of the equipment requirements), files, files in storage, documentation, data, media, related material and any other material and equipment and/or any other property acquired as referenced in **Section 9.8 - Data Security**, that is owned by the County. The return of files relative to the delivery of services in storage will be at no cost to the County. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in **Section 9 – Safeguarding Customer and County Information.**

20.4 Authority to Terminate

The County Manager or the County Manager's designee is authorized to terminate this Contract on behalf of the County.

20.5 Cancellation of Orders and Subcontracts

In the event this Contract is terminated by the County for any reason prior to the end of the term, Vendor shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, Vendor shall submit a Statement to the County showing in detail the services performed under this Contract to the date of termination.

20.6 No Effect on Taxes, Fees, Charges, or Reports

Any termination of this Contract shall not relieve Vendor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve Vendor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve Vendor from any claim for damages previously accrued or then accruing against Vendor.

21. TRANSITION ACTIVITIES

Continuity of service is critical when service under this Contract ends, and service commences under a new Contract. Accordingly, where service will continue through another Vendor upon the expiration or earlier termination of this Contract, the Vendor agrees, without additional compensation, to complete all actions necessary to smoothly transition service to the new Vendor. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Vendor agrees to support an orderly transition to the next Vendor no later than the expiration or earlier termination of this Contract and agrees to support the requirements for transition as specified in a County-approved Transition Plan, which shall be developed jointly with the new Vendor in consultation with the County. The Transition Plan shall include at a minimum, a detailed outline and timeline of activities to be completed prior to Contract termination.

22. GOVERNING LAW AND JURISDICTION

22.1 The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the terms and provisions, as well as the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern the interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles).

22.2 Each party consents to the exclusive jurisdiction of the State and Federal courts located in Charlotte, Mecklenburg County, North Carolina in any proceeding arising out of or relating to this Contract, and waives any defense related to venue or inconvenient forum.

23. FORCE MAJURE

23.1. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God constituting a Force Majeure Event.

23.2. An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, Vendor shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) Vendor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

23.3. Upon the occurrence of a Force Majeure Event, Vendor shall immediately notify, by telephone or email, the contact identified in **Section 2.2.3 – Department Project Manager** (to be confirmed by written notice within two (2) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Vendor from performing its obligations for more than five (5) business days, the County shall have the right to terminate this Contract by written notice to Vendor.

23.4. Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse Vendor from the performance of its obligations under this Contract.

24. TREATMENT OF ASSETS

24.1. Treatment of assets acquired under this Contract shall be subject to the following:

24.1.1. Ownership of property purchased by Vendor under the terms of this Contract for which reimbursement by County is based upon the actual purchase cost of the property shall immediately vest with the County upon such reimbursement.

24.1.2. County shall have no claim to property purchased by Vendor under the terms of this Contract for which reimbursement by County is based upon an approved depreciation schedule or use allowance.

24.1.3. Vendor shall provide an annual accounting to County of available property and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of property purchased under the terms of this Contract to assure its continued availability.

24.1.4. Property purchased under the terms of this Contract shall be used only for the performance of this Contract. A fixed assets inventory must be kept current by the Vendor.

25. NO THIRD-PARTY BENEFICIARIES

Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and Vendor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Vendor that any such person or entity, other than the County or the Vendor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. INTELLECTUAL PROPERTY RIGHTS - COPYRIGHTS AND OWNERSHIP OF DELIVERABLES

All deliverable items produced pursuant to this Contract are the exclusive property of the County. The Vendor shall not assert a claim of copyright or other property interest in such deliverables.

27. GENDER AND NUMBER

Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

28. ADVERTISING

Vendor shall not use the award of this Contract as a part of any news release or commercial advertising unless approved in writing by County.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT

Vendor agrees that, if the County determines that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such Contracts and practices as the County may require to ensure compliance.

30. CONFLICT OF INTEREST POLICY
INSERT POLICY HERE

ENTITY'S LETTERHEAD
BE SURE TO READ THE INSTRUCTIONS PRIOR TO SIGNING.

1. **Each organization that chooses to use this template should take care to make changes that reflect the individual organization.**
2. **OR replace the following with your current adopted conflict of interest policy.**
3. **Put the information on your letterhead which includes name, address, telephone, and email address.**
4. **Enter the appropriate data in the yellow highlighted areas.**
5. **All documents requiring signature must be an original signature and the same representative must sign all documents.**

Conflict of Interest Defined:
A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:
It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:
Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

a. Persons receiving benefits or services from the organization;
b. Any person or organization performing or seeking to perform services under contract with the organization; and
c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Date of Certification [mmddyyyy]

____
Signature of Authorized Official must be the same as the person signing contract.

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the __________ day of ___________, _________.

31. OVERDUE TAX LETTER

INSERT LETTER HERE

BE SURE TO READ THE INSTRUCTIONS PRIOR TO SIGNING.

1. **This document must be completed exactly as presented.**
2. **If you have two authorized individuals both must sign the letter.**
3. **Put the information on your letterhead which includes name, address, telephone, and email address.**
4. **Enter the appropriate data in the yellow highlighted areas.**
5. **All documents requiring signature must be an original signature and the same representative must sign all documents.**

Entity's Letterhead

[Date of Certifications (mmddyyyy)]

To: Mecklenburg County

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-10-1b.

Sworn Statement:
[Name of Board Chair or Authorized Official] and [**Name of Second Authorizing Official if you have**] being duly sworn, say that we are **[Board Chair or Authorized Official]** 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.

Typed Name Include Title (Board Chair or Authorized Official)	Signature
[Type Name]	Signature

[Insert Title (One signature must be the same as the person signing the contract]
If you have two names mentioned in Sworn Statement, both must sign].

[1] G.S. 105-243.1b 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 failed to make any payments due under the installment agreement.

32. CERTIFICATION REGARDING TRANSPORTATION (IF APPLICABLE)

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Mecklenburg County Department;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers.
   b. Current valid Vehicle Registration, for all vehicles transporting clients.
   c. Driving records for all drivers for the past three years and with annual updates.
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter.
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

City of Charlotte

Contractor/Vendor Name **Date**

Signature, Vendor's Authorized Agent **Title**

[This Certification Must be Signed by the Same Individual Who Signs Contract.]

33. CONTRACTOR CERTIFICATIONS REQUIRED BY NORTH CAROLINA LAW

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov. Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows: Counties Must Use E-Verify. Each count shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

1. He or she is a duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

City of Charlotte
Contractor/Vendor Name **Date**

Signature, Vendor's Authorized Agent **Title**

[This Certification Must be Signed by the Same Individual Who Signs Contract.]

34. FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination.
   b. The Certification Regarding Drug-Free Workplace Requirements.
   c. The Certification Regarding Environmental Tobacco Smoke.
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
   e. The Certification Regarding Lobbying.

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed.

4. [Check the applicable statement]

   ☐ He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   ☐ He or she **has not completed** the **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

City of Charlotte
____
Contractor/Vendor Name **Date**

____
Signature, Vendor's Authorized Agent **Title**

[This Certification Must be Signed by the Same Individual Who Signs Contract.]

I. Certification Regarding Nondiscrimination

The Contractor 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.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing a drug-free awareness program to inform employees about:
      i. The dangers of drug abuse in the workplace;
      ii. The Contractor's policy of maintaining a drug-free workplace;
      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
   i. Abide by the terms of the statement; and
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):
   Address

   Street ______________________________
   City, State, Zip Code ______________________________
   Street ______________________________
   City, State, Zip Code ______________________________

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the

Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all Contractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure of Lobbying Activities
(Approved by OMB 0344-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	3. Report Type: ☐ a. initial filing ☐ b. material change **For Material Change Only:** Year__________ Quarter____________ Date Of Last Report: ________________

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier (if known) ________________________ Congressional District (if known) _________________________	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) ________________________
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) ________________________
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _________________________________ ☐ actual ☐ planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _________________________ Value _________________________	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____________________________

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: ______________________ Print Name: ______________________ Title: ______________________ Telephone No: ____________ Date: ________

35. CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor 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 Contractor must comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals

The Contractor that participates in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Profiient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities

The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

   (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

   (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Contractor/Vendor Name **Date**

Signature, Vendor's Authorized Agent **Title**

[This Certification Must be Signed by the Same Individual Who Signs Contract.]

36. **CONCLUSION**

36.1 It is understood and agreed that the provisions of services to the Contract shall be subject to the limitations and conditions contained in the laws, regulations, guidelines, and plans cited in this Contract, and that this Contract is subject to re-negotiation or revision to meet any new or revised rules, regulations or policies that may be issued by the Federal, State or County government, or any agency thereof. In the event of any new or revised rules, regulations or policies that prohibit the continuation of this Contract or are otherwise in conflict with any provision of this Contract or any activity hereunder, the parties shall use their best efforts during a thirty (30) day period to mutually agree to amend the Contract so as to permit its valid and legal continuation. If after such thirty (30) day period, the parties are unable to amend this Contract, the Contract shall automatically terminate.

36.2 The parties agree that this Contract, with any Exhibits incorporated herein, is the entire Contract between the parties with respect to its subject matter and there are no other representations, understandings, or contracts between the parties relative to such subject matter.

36.3 It is expressly understood and agreed that the services provided to eligible customers/clients/patients pursuant to this Contract shall consist exclusively of those services specified in the Scope of Work incorporated into this Contract.

36.4 To the extent applicable, nothing in this Contract shall be construed as payment by either party to the other for patient referrals. If applicable, and notwithstanding the anticipated effect of any of the provisions herein, neither party shall intentionally conduct itself under the terms of this Contract in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 USC 1395nn(b), 1396h(b), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 USC 1320a-7 et seq.)) or any other applicable state or federal laws.

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract with Mecklenburg County.

Vendor: **City of Charlotte**

Name (*Print/Type*): ______________________

Title (*Print/Type*): ______________________

Signature: ______________________

Date: ______________________

State of ______________________ County of ______________________

I, ______________________, Notary Public for ______________________ County

certify that ______________________ personally appeared before

me this day and acknowledged that he/she is ______________________ of ______________________
(circle one) (Title) (Company Name)

and by that authority duly given and as the act of the corporation, affirmed that the information is true and correct.

Sworn to and subscribed before me this ______________ day of ______________, ______________ .

______________________ (Official Seal)

Notary Public

My Commission expires ______________ , ______________ .

MECKLENBURG COUNTY AUTHORIZED OFFICER SIGNATURES

TO FOLLOW ON SEPARATE PAGE

EXHIBIT A - SCOPE OF WORK

I. **RESPONSIBILITIES OF BOTH PARTIES**

A. VENDOR RESPONSIBILITIES

1. The target population consists of boys and girls 6-17 years of age, who are engaging in delinquent or undisciplined behavior, involved with the Juvenile Justice system or at-risk for involvement, and their parent/guardian. Participants who are 18 years of age could participate in programming if the incident occurred when they were 17 years of age.
2. Referrals will be received from NCDPS, the CMPD, School Resource Officers assigned to CMS elementary, middle, and high schools, Huntersville PD, Matthews PD, Mint Hill PD, and Pineville PD, Davidson PD.
3. The Diversion program provides an alternative to arrest for first time minor offenses such as simple assault, larceny, trespassing, public affray, communicating threats, disorderly conduct, damage to property, undisciplined, truant, and runaways.
4. Youth accepted in the program will participate in 8-hours of program workshops that will focus on topics such as interpersonal skill building, substance awareness, conflict, theft, and academics.
5. The program expects to serve up to 400 juveniles and 340 parents/guardians.
6. Intake/Admission Process:
   i. After receiving a referral, the Diversion Specialists contact the juvenile and their parent/guardian within 2 business days. Contact is made to acknowledge the referral, complete a Client Intake Form, and schedule a Client Assessment.
   ii. Once the Client Assessment is completed, the client and parent/guardian will receive a Notice to Appear letter from the Diversion Specialists.
   iii. As referral numbers increase, the assessment and assignment to a program may be delayed up to 30 days and a waitlist will be generated.
   iv. This program is designed for first time offenders however, juveniles who have committed minor crimes and have not participated in a diversion program may be considered on a case-by-case basis.
7. Termination: City Office of Youth Opportunities and CMPD will make decisions of termination.
   i. Successful termination - clients who participate in all workshops associated with their assigned program and completes all contacts with their SRO. (95%+)
   ii. Satisfactory termination - clients who participate in all workshops associated with their assigned program but fail to complete all contacts with their SRO. (80 - 95%)
   iii. Unsuccessful completion - clients who participate in less than two of the workshops associated with their assigned program and fail to complete all contacts with their SRO, or a client who moves away and is unable to complete the program. (79% and below)
   iv. Non-compliant - clients who refuse to participate in the programs, commit an offense, or is classified as a runaway and unavailable for participation.
8. A 30-day progress report documenting the progress of youth referred to the program will be provided to the referring agency/source as applicable.
9. Ensure that funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of funds received. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, maintain reports, records, and other information to properly account for the expenditure of all funds provided and properly document services rendered and outcomes. Also maintain an ability to send and receive electronic communication.
10. Make a good faith effort to include environmental considerations supporting waste reduction, recycling purchase recycled and other environmentally preferable products whenever practical.
11. Employees and/or volunteers of Vendor performing services under this Contract must undergo a criminal background check and may be required to submit to drug screening at time of employment and/or random drug screening.
12. Comply with the Mecklenburg County Tobacco Use Policy, which prohibits County contractors and others performing services for the County, including Vendor, from smoking, using smokeless tobacco (chew, dip, snuff) and/or electronic or other nicotine delivery devices (electronic cigarettes, cigars, hookahs, pipes, etc.) in County Buildings; County Grounds; County Vehicles; the County Park System; and Buildings located within the County Park System.

II. **PERFORMANCE MEASURES**

Performance measures are a set of expectations that the County has for Vendors. The purpose of performance measures is to state what results are expected for performance to be considered satisfactory. These are expectations that the County has for Vendors in addition to the description of services agreed to by the Vendor in each Contract. The additional expectations include tracking outcomes, monitoring progress and presenting evidence to demonstrate that services are efficient and effective, and they are delivered using the County's Customer Service Standards which include Service Quality, Timeliness, Courtesy and Respect, Clear Communication and Ethical Integrity.

The County is committed to providing technical assistance to Vendors for the achievement of continuous quality improvement. By agreeing to the terms and conditions of the Contract, Vendors are required to accept this assistance when it is offered and implement systems that target ongoing quality improvement. It is the intention of the County to give Vendors sufficient opportunity to improve performance as it relates to the following Performance Standards and avoid the need to impose the consequences in each Contract.

1. Provide by the 5th of each quarter data supporting the measurable objectives outlined below to CJS Project Manager.
    i. 90% Clients will have no new adjudications for a complaint with an offense date after the admission date.
    ii. 85% Clients will successfully or satisfactorily complete services as intended by the program design/service plan.
    iii. 90% Clients successfully/satisfactorily completing the program will have no new complaints in the 12 months following completion.
    iv. 80% Clients will reduce specific problem behaviors presented at referral and targeted in the individual service plan.
    v. 80% Clients will demonstrate improvement in targeted skills identified in the individual service plan.
    vi. 90% Clients will have no new complaints with an offense date after the admission date.
    vii. 90% Clients successfully/satisfactorily completing the program will have no new adjudications in the 12 months following completion.
2. The final quarterly report shall contain information for the quarter and the entire year.
3. In addition to the above, CJS may require narrative status reports concerning program activities and any other report relative to program activities.
4. Program success is measured by the number of juveniles referred to the program and the subsequent reduction in first time lower-level Juvenile Arrest. Success is also measured by the number of juveniles accepted into the program, the number of juveniles successfully or satisfactorily completing the program, positive interpersonal skill building program outcomes, and low rates of recidivism.

The County reserves the right to reject reports, documents, and/or deliverables as incomplete, inadequate, or unacceptable according to the requirements set forth in this Contract. The Vendor shall, without additional compensation, correct or revise any incomplete, inadequate or unacceptable reports, documents and/or deliverables.

III. <u>ISSUE TRACKING AND ESCALATION</u>

Noncompliance issues are problems identified in evaluations that reflect a lack of adherence to applicable duties, responsibilities, performance standards, terms and conditions of this Contract. In the event of noncompliance issues, resolution shall be sought in accordance with the following escalation mechanisms to ensure that the appropriate level of management can resolve the issue:

1. Project Manager should attempt to resolve the problem by working with the Vendor’s onsite supervisor/lowest possible management level.
2. Project Manager should attempt to resolve the problem by working with the Vendor’s next level manager.
3. Vendor submits a corrective action that will be reviewed and approved by the County Project Manager.
4. If the issues still persist, the Contract shall be terminated based on the termination language above.