

GUILFORD COUNTY CONTRACT NO. [XXXXXX]

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds
Agreement
Between
Guilford County, North Carolina
and
The Forge Greensboro

Article I. Overview.

Section 1.1. Parties. The parties to this agreement are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and The Forge Greensboro, a North Carolina Non-Profit Corporation (“Awardee”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1. Source of Funding. This Agreement is funded by a portion of the \$104,339,752 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARPA/CSLFRF). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services and categorized as ARPA CSLFRF Revenue Replacement Funds.

Section 1.4. Purpose. The purpose of this Agreement is to establish the terms and conditions for an agreement allocated to the Awardee from Guilford County.

Section 1.5. Term. This Agreement shall govern the performance of the parties for the period March 1, 2023 (the “Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford

County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed Three Hundred Thousand Dollars (\$300,000) (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the agreement. Guilford County may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, Guilford County shall notify Awardee as to the disapproval. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Guilford County’s Agreement Obligations Contingent on Federal Funding and Awardee Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that apply to ARPA

CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Awardee shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate shall not apply to this Agreement. ¹

Section. 4.4. Financial and Other Reports. Awardee shall submit to Guilford County two weeks before the deadline below such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

REPORT

Project and Expenditure Reports
(Quarterly)

DEADLINE

January 31: 2024, 2025, 2026, 2027
April 30: 2023, 2024, 2025, 2026
July 31: 2023, 2024, 2025, 2026
October 31: 2023, 2024, 2025, 2026

Recovery Plan (Annually)

July 31: 2023, 2024, 2025, 2026, 2027

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance.pdf>

federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the United States Department of Treasury, immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial audit performed yearly by an independent Certified Public Accountant. Awardee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices.

Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2); N.C.G.S. 158-7.1 and N.C.G.S. 160D-1311 (in full compliance with all required notices and hearings).

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.²

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Awardee shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15 These requirements dictate how Awardee must administer the agreement and how Guilford County must oversee Awardee.

The applicable UG provisions are as follows:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.301,.304-327, .330-333, and .339-345))

Subpart E, Cost Principles (except 2 CFR 200.400(d), (f), and (g), .401-.402,.403(b),(e), and (f), .404(a)-(d),.and .405-.476)

Subpart F, Audit Requirements

2 CFR Part 25 (Universal Identifier & System for Award Management)

² <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. ip

[2 CFR Part 170](#) (Reporting Subaward and Executive Compensation Information)

[2 CFR Part 180](#) (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by Guilford County.

Section. 5.4. Federal Restrictions on Lobbying. Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds to pay any person to influence or attempt 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 any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit E (Lobbying Certifications).

Section. 5.5. Equal Opportunity & Other Requirements. Awardee shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.6. Federal Funding Accountability and Transparency Act of 2006. Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information.)

Section. 5.7. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.8. Publications. Any publications produced with funds from this Agreement shall display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury.”

Section 5.9. Program for Enhancement of Contractor Employee Protections. Awardee is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this Agreement to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.11. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.12. Statement of Assurances. Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.13. Stevens Amendments Requirements. Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section. 5.14. Increasing Seat Belt Use. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Section 5.15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws and regulations, including the federal audit requirements and agreements and shall monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

Section. 6.2. Awardee Responsibilities.

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County's ability to act outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination Without Cause. Guilford County may terminate this Agreement for any reason or no reason, in its sole discretion, by providing Awardee with thirty (30) days prior written notice.

Section. 7.3. Termination by Mutual Agreement. Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.4. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.5. Breach. Without limiting Guilford County's rights to terminate this Agreement, if, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than thirty (30) days after Guilford County has notified Awardee of such breach, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

Section. 8.2. Insurance. Awardee must maintain insurance policies with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$1,000,000 bodily injury per each accident, \$1,000,000 bodily injury per disease per employee, \$1,000,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
c) Automobile Liability	\$1,000,000 per occurrence

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Awardee fails to provide such notice, without limiting any liability which it may otherwise have, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no

promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:

Guilford County Government

Michael Halford

ATTN: Pandemic Recovery Office

1301 W. Market St.

Greensboro, NC 27401

(b) If to the Awardee:

Forge Greensboro

Attn: Jennie Savage

219 West Lewis Street

Greensboro, NC 27408

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective as of the Effective Date.

GUILFORD COUNTY

Michael Halford
Guilford County Manager

Date

Robin B. Keller
Guilford County Clerk to Board

Date

The Forge Greensboro

ATTEST:

Jennie Savage
Interim Executive Director

Date

Art Winstead
Treasurer

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

John Barfield
Guilford County Interim Finance Director

Exhibit A: Intentionally Omitted

Exhibit B: Approved Activities

Funding Purpose/Services to be Provided

The Forge Greensboro will use funding to improve the training and mentoring capacity of the organization. The existing training programs will be reviewed and improved using the insight of industry standards, employees, and volunteers.

Forge program activities have a high demand for space and utilities. Activities include the use, maintenance, and instruction in the use of the equipment and technology that are the core of Forge programs. Assistance in paying this overhead cost of rent and utilities will provide the organization with the stability needed for training and mentoring.

The funding will also support equipment purchases, repair, and maintenance. The Forge will expand equipment and resource offerings according to community demand, prioritizing offerings that assist youth education, workforce development, and entrepreneurship. Repair and maintenance practices and protocols will be reviewed and improved using the insight of industry standards, employees, and volunteers. The Forge will continue to engage in an equitable and transparent procurement process.

Data Use & Sharing

1. Narrative: The narrative report will consist of an overview of the Makerships Program for the current reporting period, as well as year- and program-to-date data. Also included will be specific successes/outcomes those that have participated in the programming, i.e., personal stories.

2. History: The quarterly report will also provide historical data from current and cumulative data points, including demographic data and the focus of the membership and program participant activity, be it entrepreneurial, youth education, skills attainment, or hobbyist.

3. Budget Details: A spreadsheet will be included detailing expenses for the existing quarter and fiscal year-to-date.

4. Metrics: A visual metrics worksheet depicting the growth and activity of membership and program participants will be included as part of this quarterly report.

Metrics will include participants:

- Zip Code
- Gender
- Race
- Age bracket

- Income bracket
- Reason for using the Program Participation (Entrepreneurship, Workforce, Education, or Hobby/Quality of life)

Billing Process:

This is a cost-reimbursable agreement (except for the Initial Payment described in Section 3.1). Invoices will be submitted to the County by the 15th day of the month following period of activity by The Forge Greensboro. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to The Forge Greensboro will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers
- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement.

Exhibit C: Approved Budget

Consult Guilford County's Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

<u>REVENUES</u>		Total Revenue
Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded	\$	300,000
<u>Budget Cost Categories</u>		Total Expenditures
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	75,000
5. Supplies	\$	45,000
6. Contractual Services and Subawards	\$	
7. Consultant (Professional Service)	\$	
8. Construction	\$	
9. Occupancy (Rent and Utilities)	\$	180,000
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Miscellaneous Costs	\$	
15. <i>Add additional cost items as needed</i>		
16. Total Direct Costs (add lines 1-15)	\$	
17. Total Indirect Costs		
Rate %: Base*:	\$	
18. Total Costs Federal Grant Funds (Lines 16 and 17)	\$	300,000
<u>MUST EQUAL REVENUE TOTALS ABOVE</u>		

* The Base is modified direct total costs (MTDC) of the agreement. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and [supplies](#), services, travel, and up to the first \$25,000 of each [subaward](#) (regardless of the [period of performance](#) of the [subawards](#) under the award). MTDC excludes [equipment](#), [capital expenditures](#), charges for patient care, rental costs, tuition remission, scholarships and fellowships, [participant support costs](#) and the portion of each [subaward](#) in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the [cognizant agency for indirect costs](#)

Exhibit D: Intentionally Left Blank

Exhibit E: Lobbying Certification

The undersigned 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 an 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Awardees shall certify and disclose accordingly.

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 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 and not more than \$100,000 for each such failure.

Signature of Awardee's Authorized Official

Name and Title of Awardee's Authorized Official

Date

Exhibit F: Key Personnel

AWARDEE INFORMATION	
Administrative Address:	219 West Lewis Street, Greensboro, NC 27408
Invoice Address:	219 West Lewis Street, Greensboro, NC 27408
Project Manager Name:	Jennie Savage
Project Manager Title:	Interim Director
Project Manager Email:	jsavage@forgegreensboro.org
Project Manager Phone:	(336)-252-5331
Fiscal Officer Name:	Art Winstead
Fiscal Officer Title:	Treasurer
Fiscal Officer Email:	art.winstead@dmjps.com
Fiscal Officer Telephone:	(336) 275-9886
GUILFORD COUNTY INFORMATION	
Administrative Address:	301 W. Market Street Greensboro, NC 27401
Invoice Address:	301 W. Market Street Greensboro, NC 27401
Project Manager Name:	Amy Addington
Project Manager Title:	Program & Fiscal Recovery Policy Analyst
Project Manager Email:	aaddington@guilfordcountync.gov
Project Manager Telephone:	336-641-6983
Fiscal Officer Name:	John Barfield
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	jbarfield@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-4574