

**STATE OF NORTH CAROLINA**

**LEASE**

**COUNTY OF HENDERSON**

THIS LEASE, entered into as of the 4<sup>th</sup> day of March, 2019, by and between the George Barnwell Farms, LLC (hereinafter collectively referred to as "Landlord"), and Henderson County, North Carolina, (hereinafter referred to as "Tenant");

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described real property located in Henderson County, North Carolina, on the terms and conditions hereafter set forth.

1. LEASED PREMISES; USE OF PREMISES. Landlord hereby leases, demises and leases unto Tenant, and Tenant hereby leases from Landlord, for the purposes set forth herein, the parcel of (hereinafter called the "Premises") measuring approximately one-hundred fifty (150) feet by one-hundred fifty (150) feet of Parcel Number 1018101, as shown on the drawing attached hereto as Exhibit "A".

The Premises shall be used for the operation and maintenance of a communications tower ("the Tower") and all reasonably related purposes. Tenant shall have the right to reasonably clear and thereafter to reasonably keep clear the Premises, access road, guy anchor locations and any utility easement areas of trees, bushes, rocks, and other conditions affecting the use of the Premises. Landlord has no obligation to clear or keep clear the Premises. Tenant shall have the following obligations with respect to the Premises and the Tower:

- A. To construct a fence around Tower and any buildings constructed on the Premises, of a design and size meeting industry standards in the communications tower industry, intended to keep persons who do not have Tenant's permission to enter from entering the Premises;
  - B. To provide adequate warning signs of a size and design consistent with industry standards, and surrounding the Premises to discourage people attempting to enter the Premises;
  - C. To construct and maintain adequate anchors and guy wires pursuant to industry standards to hold the Tower in place, given its location at the top of a mountain, and to prevent injury to persons or property;
  - D. To undertake other practical measures consistent with industry standards to prevent unauthorized persons from entering the Premises, and sustaining injury from the Tower or its guy wires.
2. ACCESS TO PREMISES. Tenant shall have access for purposes of ingress, egress, and regress to the Leased Premises over the existing road and/or a road to be constructed by Lessee serving the

Tower site. The Landlord assumes no responsibility for the construction or maintenance of said road, which construction and maintenance shall be the sole responsibility of the Lessee. Tenant shall have the right to maintain and repair said roadway, including such work as may be necessary for slope and drainage, and to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Tenant's business and for electricity, water, telephone and gas.

3. UTILITIES. Tenant shall be responsible to obtain and pay for service for all utilities required by Tenant for the operation of its Tower.
4. PARKING. Tenant shall have the right to reasonably park vehicles on or about the Premises and the lands immediately adjacent thereto during periods of construction, site inspections, and at times of necessary repair work. Notwithstanding anything to the contrary contained herein, Tenant shall not at any time interfere with the properties or operations of the remaining property of the Landlord or that of any adjoining property owner.
5. GUY WIRES. Tenant intends to maintain a self-supporting tower on site but shall retain the right to run reasonable and necessary guy wires from the Tower to be constructed on the Premises, over, and across the adjoining lands of Landlord as may be reasonably necessary for the proper support of the Tower, including at such points the rights to install anchors of such size and materials as shall be necessary to secure the guy wires. The guy wires and anchors shall be located in a manner consistent with communications tower industry standards, but the Tenant shall have the right to relocate said guy wires and anchors in the event Tenant desires to increase or decrease the height of the aforementioned tower or relocate the same within the boundaries of the Premises. Tenant may relocate such guy wires and anchors only after receiving the written consent of Landlord. In no event shall the Tower exceed 150 feet in height, unless approved by Landlord.
6. Non-Interference Provision. Lessor represents and warrants to Lessee that Lessor will not install, nor allow anyone else to install, any communications equipment, which causes any type of interference with any equipment maintained, owned, or operated on the premises by Lessee. Lessor shall, upon request by Lessee, provide proof of such non-interference by submitting to Lessee a copy of an Interference Compatibility Study for any equipment added by Lessor, their successors or assigns, or any other of Lessor's lessees.
7. LEASE TERM. This Lease shall have an initial term of seven (7) years, commencing on the date of the Lease. This Lease shall automatically renew for at least one (1) additional five (5) year term and may continue thereafter unless either party gives the other six (6) months' notice immediately prior to the end of any five (5) year term of their intent not to allow renewal of the Lease.
8. RENT. The Tenant shall make annual payments to the Landlord, in advance, in the sum of \$7200.00. Tenant shall be solely responsible for all costs in connection with the Tower and

operation thereof. The first such rent payment shall be due on March 4<sup>th</sup>, 2019, with subsequent annual payments being due on January 1 of each year.

9. PERMITTED ACCESS. Landlord shall be able to access the Tower site at any reasonable time to inspect the site and ensure the terms of this lease are in order.
10. LANDLORD'S OTHER LANDS. Tenant may enter upon the adjacent or nearby lands of landlord from and after the date of execution of the Lease by Landlord solely for the purpose of making surveys and conducting soil, engineering and other tests to the extent reasonably necessary for said surveys or soil, engineering and other tests.
11. ASSIGNMENT; SUBLEASING. Tenant shall not have the right, at any time, to assign this Lease, or sublet the Premises, in whole or in part, without first obtaining Landlord's written consent. Provided, that Tenant shall have the right to allow any emergency service agency serving the area to include their equipment within Tennant's building and tower without additional consent.
12. SUCCESSORS AND ASSIGNS. During the lease term Tenant shall peacefully and quietly enjoy the Premises, and easements granted hereunder, subject to the terms of this Lease. All the terms covenants and conditions of this Lease shall inure to the benefit of and shall be binding upon the parties hereto, their heirs and assigns, and shall be deemed to run with the land.
13. DEFAULT. Tenant shall be deemed to be in default of this Lease if Tenant fails to correct any default after Landlord has given Tenant written notice of any default hereunder and Tenant has failed to cure the same within thirty (30) days after receipt of such notice. Upon default by Tenant, Landlord shall have the right, at Landlord's option, to declare this Lease at an end or to re-enter the Premises and take possession thereof, or to take any other action which may be necessary or desirable for the enforcement of any right or remedy allowed Landlord by this Lease Agreement or by law.
14. All correspondence relating to this Lease shall be sent to the following addresses:  
Landlord: George Barnwell Farms, LLC  
c/o Nancy Lyda; 79 Beehive View Ln, Hendersonville NC 28792  
Tenant: Henderson County c/o Emergency Services  
1 Historic Courthouse Square, Hendersonville, NC 28793
15. IMPROVEMENTS. All improvements including buildings, fixtures, towers, improvements and equipment erected, located, placed or constructed by Tenant upon the Premises or the guy anchor locations shall remain personal property of Tenant, shall be removed by Tenant upon the expiration of the Lease. Tenant shall repair the Premises upon the removal of any such improvements at Tenant's expense, leaving the Premises in the same condition as at the commencement of the Lease.

16. INDEMNIFICATION. Tenant shall be in exclusive control and possession of the Premises. Landlord shall not be liable for any injury or damages to any property or any person on or about the Premises, nor for any injury or damage to any property of Tenant. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liability, damage or loss to persons, including loss of life, or to property, including reasonable attorneys' fees and other costs of representation, which may arise out of Tenant's use or occupancy of the Premises, or out of any act of Tenant, its employees, agents and invitees. Tenant represents that it is insured with liability insurance in an amount equal to \$1,000,000, and that it will maintain said liability insurance with coverage in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate.
17. GOVERNING LAW. This Lease shall be governed by the laws of the State of North Carolina.
18. REGULATIONS. Tenant shall comply with all governmental regulations, rules and laws, and shall obtain any necessary licenses to construct the Tower on the Premises as required by the Federal Aviation Authority, or other governmental entity. Tenant covenants that it will use the leased premises in accordance with all relevant governmental authority and shall not violate any law, regulation or other governmental code with respect to the use of the premises.
19. ACKNOWLEDGEMENTS. When properly completed, a certificate in substantially the following form may be used and shall be sufficient under the law of this State to satisfy the requirements for a notarial certificate for one or more individuals, acting in his, her, or their own right or, whether or not so stated in the notarial certificate, in a representative or fiduciary capacity, including one or more individuals acting on behalf of an unincorporated association, as an officer or director of a corporation, as a partner of a general or limited partnership, as a manager or member of a limited liability company, as the trustee of a trust, as the personal representative of a decedent's estate, as an agent or attorney in fact for another, as the guardian of a minor or an incompetent, or as a public official. The authorization of the form in this section does not preclude the use of other forms. This section applies to notarial certificates made before, on, and after December 1, 2005.
20. NON-APPROPRIATION CLAUSE. No provision of this Lease Agreement ("Agreement") shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any Constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of North Carolina. This Agreement shall not directly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which this Agreement is in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due under this Agreement will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of this Agreement shall be construed to pledge or create a lien of any class or source of the County's moneys, nor shall any provision of this Agreement restrict the future issuance of any

of the County's bonds or obligations payable from any class or source of the County's moneys. To the extent of any conflict this provision and any other provision of this Agreement, this provision shall take priority.

IN WITNESS WHEREOF, this lease has been executed as of the day and year first above written.

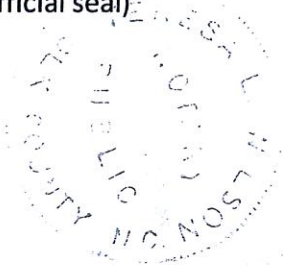
HENDERSON COUNTY,  
Tenant

BY: Steve Wyatt (Seal)  
Steve Wyatt, County Manager

<sup>Poik</sup>  
North Carolina, Henderson County.

I Teresa L. Wilson, do hereby certify that  
Steve Wyatt and \_\_\_\_\_ personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an  
official seal is required by law) official seal this the 4<sup>th</sup> day of February, 2019.

(Official seal):



Teresa L. Wilson  
Signature, Notary Public

TERESA L. WILSON  
Print Name, Notary Public

My Commission expires: 10/15/2021

IN WITNESS WHEREOF, this lease has been executed as of the day and year first above written.

Nancy Lyda  
Agent for Lessor

BY: Nancy Lyda (Seal)  
Nancy Lyda, Agent for Lessor

North Carolina, Henderson County.

I, Catherine Justice, do hereby certify that  
Nancy Lyda and N/A personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an  
official seal is required by law) official seal this the 11 day of February, 2019.

(Official seal)

Catherine Justice  
Signature, Notary Public  
Catherine Justice  
Print Name, Notary Public

My Commission expires: 10/23/20

**MEMORANDUM OF LEASE**

George Barnwell Farms, LLC  
hereby lease(s) to Henderson County

for a term beginning the 4th day of March, 2019  
(Month) (Year)

and continuing for a period of 7 years, including 1 additional 5 year renewal, the following property being described as a 150ft by 150ft section of Parcel Number 1018101, recorded in Deed Book 1620 Page 395, which is further described in Exhibit A.

The provisions set forth in a written lease agreement between the parties dated the 4th day of February, 2019, are hereby incorporated in this memorandum.

Nancy Lyda,  
Agent for Lessor

BY: Nancy Lyda [Seal]  
Nancy Lyda

HENDERSON COUNTY, NORTH CAROLINA,

Lessee

BY: Steve Wyatt [Seal]

Steve Wyatt, County Manager

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

Personally appeared before me this day, Nancy Lyda, and acknowledged the due and voluntary execution of the foregoing Memorandum of Lease for the purposes therein stated.

This the 11 day of February, 2019.

Catherine Justice / Catherine Justice  
Notary Public

My commission expires: 10/23/20



STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON Polk

Personally appeared before me this date, Steve Wyatt, County Manager of Henderson County, North Carolina, and acknowledged the due and voluntary execution of the foregoing Memorandum of Lease for the purposes therein stated.

This the 4<sup>th</sup> day of February, 2019.

Ceresa L. Wilson  
Notary Public

My commission expires: 10/15/2021





EXHIBIT A



**Henderson County  
North Carolina**

**Before the Board of Commissioners**

**Resolution on Proposed Road or Easement Closing**

BOARD OF COMMISSIONERS ENACTMENT 2019-~~14~~

WHEREAS, N.C. Gen. Stat. §153A-241 allows for the closing by a county of any public road or easement located within the county but not within a municipality; and

WHEREAS, the Board of Commissioners of Henderson County has received a petition from East Flat Rock Grace Baptist Church for the closing of an unopened Right of Way and alley, as shown as the yellow highlighted area indicated on the attached copy of plat; and

WHEREAS, the Board of Commissioners of Henderson County, following the procedures required by §153A-241, are adopting this Resolution declaring their intent to possibly close the public road or easement, and of their intent to hold a public hearing on the question.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Board of Commissioners shall hold a public hearing on the 20th day of March, 2019, at 9:00 o'clock a.m., on the issue of whether to close the public road/easements noted above.

2. A notice of this public hearing, giving full and fair disclosure of the proposed closing, shall be published once a week for three (3) weeks.

3. A copy of this notice shall be sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed.

4. A copy of this Resolution and the public hearing notice shall be prominently posted in at least two places along the road or easement.

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5. At the conclusion of the public hearing, the Board of Commissioners will determine whether or not closing the public road or easement is contrary to the public interest and (in the case of a road) whether any individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to their property. If the Board finds that such closing would not be contrary to the public interest and that, in the case of a road, that no individual would be deprived of reasonable means of ingress or egress, the Board may grant the closing of the public road or easement.

Adopted this the 4th day of February, 2019.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

GRADY HAWKINS, Chairman Attest:

TERESA L. WILSON, Clerk to the Board

**LINE-ITEM TRANSFER REQUEST  
HENDERSON COUNTY**



Department: Sheriff

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115431-551000</u>	<u>Capital Outlay-Equipment</u>	<u>\$21,490</u>

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>114431-451001</u>	<u>Governors Crime Commission Grant</u>	<u>\$21,490</u>

**Justification:** Please provide a brief justification for this line-item transfer request.

Grant award for crisis/hostage negotiation throw phone, there is no match required for this grant that will pay 100% of the cost.

\_\_\_\_\_  
Authorized by Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by Budget Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized by County Manager

\_\_\_\_\_  
Date

*For Budget Use Only*

Batch # \_\_\_\_\_

BA # \_\_\_\_\_

Batch Date \_\_\_\_\_

# Rescue Phone, Inc.

8280 PATUXENT RANGE ROAD, SUITE B JESSUP, MD 20794  
TELEPHONE: 410-451-7300 FAX: 410-451-1452 TOLL FREE: 800-737-2832  
www.RescuePhone.us EMAIL: info@RescuePhone.us  
FEIN/TIN 52-1864804 CAGE CODE: 09UP4 DUNS: 87-711-3852

January 25, 2019

Steve Carter  
Henderson County Sheriff's Office  
100 North Grove Street  
Hendersonville, North Carolina 28792

## PLEASE NOTE:

**As of October 1, 2018, we are required to have Sales Tax Exempt Certificates on file.  
Please submit one with the purchase order.**

In response to your request, I am submitting the following price quote for Rescue Phone® products. Rescue Phone, Inc. sells its products directly to law enforcement agencies. We have no distributors or sales representatives. Rescue Phone, Inc. is the sole source for its products. All Rescue Phone® products are covered by a five year warranty. If you have any questions or concerns, please e-mail or call.

Pricing and ordering information for our hostage negotiator telephone systems are as follows:

**RESCUE PHONE QUAD™ CRISIS RESPONSE MODULE (QUAD) \$ 6,495.00**

The Rescue Phone QUAD consists of the following:

Rescue Phone QUAD negotiation console

- Plantronics headset for negotiations
- Headset Mic LED Indicator
- **Bluetooth®** Wireless Technology Cellular Interface
- Third Party Message Input
- Command Speaker
- Digital Audio Recorder
- 3 Dual Ear Headphones
- Pelican® Protected Throw Phone and Wire Spool with 1,000 feet of telephone wire

2 Command Speaker outputs, 2 Recorder Outputs and 3 Headphone Outputs

All necessary plugs, cords, and adapters

## STANDARD FEATURES – QUAD:

1. All of the accessory items store in the negotiation console.
2. All metal, open wire spool, with brake to control speed while winding or unwinding wire.
3. Third Party Intermediary Audio Input, so that a pre-recorded message of a friend or loved one can be played to the bad guy.
4. Built in, Universal **Bluetooth®** Cellular Interface with true dialtone.
5. Modular system allowing for video update, using plug-and-play technology.
6. True 20hz ringer circuit for universal phone compatibility.
7. System uses a rechargeable battery.

# Rescue Phone, Inc.

8280 PATUXENT RANGE ROAD, SUITE B JESSUP, MD 20794  
TELEPHONE: 410-451-7300 FAX: 410-451-1452 TOLL FREE: 800-737-2832  
www.RescuePhone.us EMAIL: info@RescuePhone.us  
FEIN/TIN 52-1864804 CAGE CODE: 09UP4 DUNS: 87-711-3852

## RESCUE PHONE VIDEO COMMAND SYSTEM

**\$ 14,995.00**

*(A CRT or QUAD is necessary to operate the Video Command System)*

The Rescue Phone VIDEO COMMAND SYSTEM consists of the following:

- Command Module housed in a Pelican® 1500 custom foamed hard shell case
- Vizio LED LCD 7" Video Monitor with remote control
- Video Throw Phone with 6 Color Cameras, that auto adjust to .01 LUX B&W mode, housed in a Pelican® 1400 hard shell case with a top video access port and 75' of 10 conductor copper video cable
- Walker Handset Phone Assembly with a 19" Stainless Steel Armored Cable
- Overhear Microphone
- 12 Volt Power Supply, 3 foot Audio/Video Cable
- Video Wire Spool comes with 1,000' of cable and is all metal, open reel on 10" pneumatic tires for easy transport. It has a collapsible handle for easy and convenient storage
- Cable connections use reinforced MIL Spec metal connectors

### STANDARD FEATURES –VIDEO SYSTEM:

1. Command Unit is built into its own Pelican case which also stores the video monitor, cables and accessories.
2. All metal, open wire spool on wheels with brake to control speed while winding or unwinding wire.
3. Video phone has a total of 6 color cameras which switch to black and white mode under low light conditions.
4. System is modular and connects to all Rescue Phones.
5. Dimmer switch for the LED lighting on the Command Unit.

### TOTAL

**\$ 21,490.00**

This price includes shipping to your location and is valid through June 30, 2019. This is an interstate mail order item not subject to Maryland state sales tax. We accept government purchase orders, American Express, Master Card and Visa. If I can be of further assistance, please call.

Sincerely,

John Rock  
Manager

THROW PRONE



# North Carolina Department of Public Safety

## Governor's Crime Commission

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Robert Evans, Chairman  
Caroline C. Valand, Executive Director

January 10, 2019

Timothy Fuss  
Project Director  
Henderson County Sheriff's Office  
100 North Grove Street  
Hendersonville, NC 28792

SUBJECT: Project Name: 2017 – HCSO – Crisis Management  
Project Number: PROJ 012570  
Implementing Agency: Henderson County Sheriff's Office

Dear Timothy:

Congratulations on receipt of your recent grant award from the Governor's Crime Commission. Attached you will find the Governor's Crime Commission's grant award checklist, your grant award document, and special conditions documents.

This grant award does not become effective until it has been signed by the **Authorizing Official** and **Project Director** listed above and is returned to the Governor's Crime Commission. The signed grant award must be returned **within thirty days** of the date the award is mailed. You will be authorized to make expenditures under the grant and receive reimbursement once we have received the original signed grant award. Extensions beyond this thirty day period can only be authorized, in writing, by the Governor's Crime Commission.

This grant award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of any audit or site-visit findings, and match requirements. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate. To assist you, attached is a checklist of what you need to do in order for your Grants Management Specialist to receive your file. Any incomplete items will cause a delay in this process.

As always, please contact our office if you have any questions or need additional assistance. Best wishes to you for successful program outcomes!

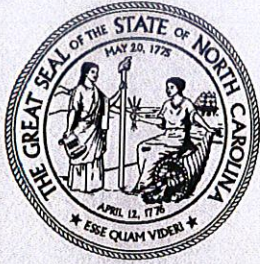
Sincerely,

Caroline C. Valand  
Executive Director

**MAILING ADDRESS:**  
4234 Mail Service Center  
Raleigh, NC 27699-4234  
[www.ncgccd.org](http://www.ncgccd.org)  
[www.ncdps.gov](http://www.ncdps.gov)



**OFFICE LOCATION:**  
1201 Front St.  
Raleigh, NC 27609  
Telephone: (919) 733-4564  
Fax: (919) 733-4625



STATE OF NORTH CAROLINA  
**DEPARTMENT OF PUBLIC SAFETY**  
 GOVERNOR'S CRIME COMMISSION  
 1201 Front Street, Suite 200  
 Raleigh, NC 27609  
 Telephone: (919) 733-4564 Fax: (919) 733-4625  
 http://www.ncgccd.org

## GRANT AWARD

**Applicant:** County of Henderson  
**Project Name:** 2017 - HENDERSON COUNTY SHERIFF'S OFFICE - CRISIS MANAGEMENT EQUIPMENT  
**Authorizing Official:** Steve Wyatt, County Manager  
**Implementing Agency:** Henderson County Sheriffs Office  
**Address:** 113 North Main Street  
 Hendersonville, North Carolina 28792-5066  
**Project Director:** TIMOTHY FUSS, Project Director  
**Project Number:** PROJ012570  
**Vendor Number:** 566000307  
**Account Manager:** CRM Administrator  
**Grant Period:** 10/01/2017 - 09/30/2019

### Budgets

Period	Personnel	Contractual	Travel	Supplies	Equipment	Indirect Costs	Total
Year 1	\$0.00	\$0.00	\$0.00	\$0.00	\$21,585.00	\$0.00	\$21,585.00
<b>Grant Budget Total</b>							<b>\$21,585.00</b>

Source	Federal Grant #	CFDA #	% Funding	Federal Award
2017::Byrne Justice Assistance Grants	2017-DJ-BX-0129		100%	\$21,585.00

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. Special conditions are attached to this award.

This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

### Authorizing Official

Steve Wyatt 2/3/19  
 Signature of Authorizing Official Date  
 Steve Wyatt, County Manager  
 Name and Title of Authorizing Official

### Governor's Crime Commission

Caroline C. Valand 1/10/19  
 Signature of Director Date  
 Caroline C. Valand, Executive Director  
 Name and Title of Director

### Project Director

\_\_\_\_\_  
 Signature of Project Director Date  
 TIMOTHY FUSS, Project Director  
 Name and Title of Project Director

This award is subject to the attached conditions, which must be signed by both the authorizing official and the project director, and returned along with this Grant Award. No alterations of any kind may be made on this grant award.





DEPARTMENT OF PUBLIC SAFETY  
GOVERNOR'S CRIME COMMISSION  
1201 FRONT STREET  
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

- 1 -

CRIMINAL JUSTICE SYSTEM IMPROVEMENT COMMITTEE  
GRANT AWARD  
SPECIAL CONDITIONS  
BYRNE JUSTICE ASSISTANCE GRANT FUNDING

SUBRECIPIENT: County of Henderson  
DUNS NUMBER: 017347365  
PROJECT NAME: 2017 - HENDERSON COUNTY SHERIFF'S OFFICE - CRISIS MANAGEMENT EQUIPMENT  
PROJECT NUMBER: PROJ012570

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements to apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.


3. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

4. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

Authorizing Official: 

Steve Wyatt

Project Director: \_\_\_\_\_

TIMOTHY FUSS



DEPARTMENT OF PUBLIC SAFETY  
GOVERNOR'S CRIME COMMISSION  
1201 FRONT STREET  
RALEIGH, NORTH CAROLINA 27609

AWARD CONTINUATION SHEET

GRANT

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The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

6. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$ 150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

7. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

8. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for

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expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3. I 0 of "Post-award Requirements" in the "20 15 DOJ Grants Financial Guide").

9. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

10. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples..htm>.

11. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (Governor's Crime Commission(GCC)) may withhold award funds, or may impose other related requirements, if (as determined by the Governor's Crime Commission (GCC)) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

12. The recipient agrees to comply with any additional requirements that may be imposed by the Governor's Crime Commission during the period of performance for this award, if the recipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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The text of the regulation , now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration , Chapter I, Part 38, under e-CFR "current" data.

15. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-appropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact the Governor's Crime Commission (GCC), and may not proceed without the express prior written approval the Governor's Crime Commission (GCC).

17. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the Governor's Crime Commission (GCC) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG and the Governor's Crime Commission (GCC). by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N. W. Room 4706, Washington, DC 20530; Governor's Crime Commission, 1201 Front Street, Raleigh, N.C. 27609. (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this

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award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

20. Encouragement of policies to ban text messaging while driving

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Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. The recipient agrees to comply with the Governor's Crime Commission's monitoring guidelines, protocols, and procedures, and to cooperate with OJP and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to the Governor's Crime Commission (GCC) all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by the Governor's Crime Commission (GCC) for providing the requested documents.  
Failure to cooperate with the Governor's Crime Commission's (GCC) grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
22. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
23. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov) within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm), under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
24. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
25. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
26. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C.3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
27. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if

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appropriate, and subject informed consent.

28. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
31. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
32. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
  - a. New construction;
  - b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
  - c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
  - d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
  - e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

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Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

33. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
34. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
35. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
36. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
37. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
38. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
39. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).

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40. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
41. Recipient understands and agrees that, notwithstanding 2 CFR § 200.3 13, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

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The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

46. Recipient acknowledges the final agency decision made by the U.S. Department of Justice that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (P.L. 109-248) before the deadline, which determination impacts the funding amount of this award, pursuant to 42 U.S.C. § 16925. In accepting this specific formula award, recipient hereby voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of this award.
47. Ongoing compliance with 8 U.S.C. 1373 is required 1. With respect to the "program or activity" funded in whole or part under this award (including any such "program or activity" of any subrecipient at any tier), throughout the period of performance for the award, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this award, any prohibition (or restriction) that violates this condition is an "information-communication restriction." 2. Certifications from subrecipients. The recipient may not make a subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Similarly, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form. 3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition. 4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government or a "public" institution of higher education, incurs to implement this condition. 5. Rules of Construction A. For purposes of this condition: (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe. (2) A "public" institution of higher education is one that is owned, controlled, or directly funded by a State or local government. (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a). (4) "Immigration status" means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. 901(a)(2)). (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 are to be read as references to particular components of the Department of Homeland Security (DHS). B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any "public" institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
48. Authority to obligate award funds contingent on compliance with 8 U.S.C. 1373; unallowable costs; obligation to notify 1. If the recipient is a State or local government-- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction." B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the "program or activity" of the recipient (or of any subrecipient at any tier that is either a State or unit of local government or a "public" institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any "information-

Authorizing Official: \_\_\_\_\_

Steve Wyatt

Project Director: \_\_\_\_\_

TIMOTHY FUSS



DEPARTMENT OF PUBLIC SAFETY  
 GOVERNOR'S CRIME COMMISSION  
 1201 FRONT STREET  
 RALEIGH, NORTH CAROLINA 27609

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communication restriction." C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and all subrecipients (regardless of tier) are in compliance with 8 U.S.C. 1373. D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded "program or activity" of the recipient, or of any subrecipient at any tier that is either a State or a local government or a "public" institution of higher education, may be subject to any "information-communication restriction." In addition, any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient such credible evidence regarding an "information-communication restriction." 2. Any subaward (at any tier) to a subrecipient that is either a State or a local government or a "public" institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any "information-communication restriction." 3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required." 4. Rules of Construction A. For purposes of this condition "information-communication restriction" has the meaning set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required." B. Both the "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full.

49. Required local-government-level rules or practices related to aliens; allowable costs The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier (whether or not the recipient itself is a unit of local government). 1. Requirements With respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award-- A. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States. B. A local ordinance, -rule, -regulation, - policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government/contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and -- as early as practicable (see "Rules of Construction" incorporated by para. 4.B. of this condition) -- provide the requested notice to DHS. 2. Monitoring The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition. 3. Allowable costs Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated (including for authorized reimbursements) for the reasonable, necessary, and allocable costs (if any) of-- (1) developing and putting into place statutes, ordinances, rules, regulations, policies, and practices to satisfy this condition, (2) permitting access as described in para. 1.A. above, and (3) honoring any request from DHS that is encompassed by para. 1.B. above. 4. Rules of construction A. The "Rules of Construction" and the "Important Note" set out in the award condition entitled "Ongoing compliance with 8 U.S.C. 1373 is required" are incorporated by reference as though set forth here in full. B. The "Rules of Construction" set out in the award condition entitled "Required State-level rules or practices related to aliens; allowable costs" are incorporated by reference as though set forth here in full.

50. Use of funds for DNA testing; upload of DNA profiles If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the

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Steve Wyatt

Project Director: \_\_\_\_\_

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resulting DNA profiles may be accepted for entry into CODIS.

51. Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

Authorizing Official: \_\_\_\_\_

Steve Wyatt

Project Director: \_\_\_\_\_

TIMOTHY FUSS

**Memorandum of Understanding between Henderson County and Henderson County Hospital Corporation to Direct Grant Funds from Henderson County Hospital Corporation as fiscal agent for Healthy People Healthy Carolinas Grant Funds to NC State University through the Payroll Process Outlined in the Current MOU between Henderson County and NC State University**

I. **Purpose:** The purpose of this Memorandum of Understanding (MOU) is to allow Henderson County to accept grant funds administered by Henderson County Hospital Corporation as fiscal agent for Healthy People Healthy Carolinas in order to fund 50% of a Child and Adult Nutrition position in the Henderson County Cooperative Extension Office. Henderson County would then allocate these funds to NC State through the payroll agreement currently in place within the existing MOU between Henderson County and NC State University. NC State University has committed to provide the other half of the funding necessary to fund this position.

II. **Background:** North Carolina ranks fifth nationally in childhood obesity. In Henderson County, almost 37% of children 2-18 are obese. This generation is at risk of becoming the first in history to have a shorter life span than their parents. Henderson County Cooperative Extension (HCCE) has provided nutritional programs at Dana Elementary school for several years. These programs, Steps to Health for grades 1-3, and Color Me Healthy for kindergarten, has provided instruction and hands-on training for these children on the nutritional benefits of healthy eating as well as on how to grow and prepare fruits and vegetables. Data from these classes have shown an overwhelming change in the attitudes and behavior of these students as well as their parents in regard to healthy eating and nutrition. Dana is in an economically challenged area and nutritional programs such as these are vital to the healthy development of these children. Further, HCCE has provided Faithful Families programs through faith-based initiatives to reach other economically challenged audiences regarding food and nutrition. Unfortunately, when the HCCE Family and Consumer Science Agent duties were changed from a District Agent to responsibilities for Henderson and Transylvania Counties, her ability to continue these programs was eliminated.

Due to the continued demand for the school-based programs as expressed by Mrs. Clark and others at Dana Elementary, the need for expanded food and nutrition education to adults and families in community settings, and the potential of a faith-based community health improvement initiative, HCCE has sought ways to develop these important and impactful programs. NC State has committed to funding 50% of a Child and Adult Nutrition Program Assistant, if the other 50% of funding could be secured. Henderson County Hospital Corporation answered the call to fund the other 50% of the position by committing to utilize funds from the Healthy People Healthy Carolinas grant it administers.

All of these programs are evidence based and the proposed position and programs are supported by the Henderson County Partnership for Health as well as being aligned with the Partnership's work on the Henderson County Health Priority, "Obesity".

III. **Collaboration goals:** The partners acknowledge and agree that their collaborative goals for this position include:

- a. Re-starting the Steps to Health and Color Me Healthy programs at Dana Elementary, including exploring the feasibility of expanding the programs to additional schools;
- b. Providing expanded food and nutrition education to adults and families in community settings;
- c. Developing a community-wide effort to engage the local faith community through the Faithful Families food and nutrition education program;
- d. Demonstration of impact of these programs on the behavior, habits and attitudes of participants.

- IV. Responsibilities of the Parties:** The Parties acknowledge and agree to the following responsibilities in order to attain the foregoing collaboration goals:
- a. So long as grant funds are available, Henderson County Hospital Corporation as fiscal agent for Healthy People Healthy Carolinas grant funds, will convey 1/24 of the total compensational package of the Child and Adult Nutrition Program Assistant to Henderson County monthly.
  - b. Henderson County will convey these funds to NC State University through the normal payroll channels outlined in the current MOU between Henderson County and NC State University regarding Cooperative Extension. These funds will then be used to pay 50% of the salary and benefits of the Child and Adult Nutrition Program Assistant referenced above with NC State University providing the other 50%. The position will be housed at HCCE and will be an employee of NC State University.

- IV. Principal Contacts:** The principal contacts for the Parties are:
- Dr. W. Terry Kelley  
Director, Cooperative Extension Henderson County  
100 Jackson Park Road Hendersonville, NC 28792  
[wtkelley@ncsu.edu](mailto:wtkelley@ncsu.edu)  
(828) 697-4891 (office)

Milton Butterworth  
Healthy People Healthy Carolinas Grant Manager  
c/o Fiscal Agent: Henderson County Hospital Corporation  
800 N. Justice Street  
Hendersonville, NC 28791  
[Milton.Butterworthiii@unchealth.unc.edu](mailto:Milton.Butterworthiii@unchealth.unc.edu)  
(828) 233-2705 (office)

- V. Limitations:**
- a. This MOU does not create an obligation for funding or budgeting for continuation of the proposed position. All responsibilities of the Parties are subject to the availability of funds.
  - b. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by persons who are not a Party to this agreement against Henderson County Hospital Corporation as fiscal agent for Healthy People Healthy Carolinas grant funds, Henderson County, or their partners. This MOU does not apply to any person not directly associated with a Party.

- VI. Commencement/Duration/Modification/Termination:** This MOU takes effect when signed by all Parties and will remain in effect until either Party terminates the MOU by providing written notice to the other. This MOU may be extended or modified at any time per the mutual written consent of the Parties. Upon receipt of the termination notice, all Parties will take all reasonable actions to cancel outstanding commitments and limit financial expenditures related to the work described in this MOU.

- VII. Financial Provisions:** All commitments made by Henderson County and Henderson County Hospital Corporation as fiscal agent for Healthy People Healthy Carolinas grant funds in this MOU are subject to the availability of funds. Nothing in this MOU, in and of itself, obligates either Party to expend funds or to enter into any contract or incur financial obligations that would be inconsistent with either Party's budget priorities.

**VIII. Compliance with Laws:** The Parties will observe all applicable laws and regulations during the execution of the work described in this MOU. The Parties agree and acknowledge that all parties to this transaction are regulated by the federal and state laws and regulations governing governmental and nonprofit corporations as applicable. Neither Party shall engage in any transaction that is illegal or fraudulent.

**Approval:** This MOU takes effect upon the date of the last signature below.

**FOR HENDERSON COUNTY:**

\_\_\_\_\_  
William Terry Kelley, Director  
Henderson County Cooperative Extension

\_\_\_\_\_  
Date

**FOR HEALTHY PEOPLE HEALTHY CAROLINAS FISCAL AGENT:**

\_\_\_\_\_  
Johnna S. Reed, CAO  
Henderson County Hospital Corporation as fiscal  
Agent for Healthy People Healthy Carolinas  
Grant Funds

\_\_\_\_\_  
Date

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON COUNTY

BEFORE THE HENDERSON COUNTY  
BOARD OF COMMISSIONERS

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IN THE MATTER OF THE ADVERTISEMENT OF TAX LIENS

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ORDER

Having received the report of the Henderson County Tax Collector dated February 4, 2019, which report indicates that there exist unpaid taxes for Tax Year 2018 of \$ 3,462,930.88, it appears to the Board of Commissioners of Henderson County and the Board so finds that it is appropriate and necessary to advertise, pursuant to N.C. Gen. Stat. §105-369, Tax Liens on Real Property for Failure to Pay Taxes.

WHEREFORE, IT IS ORDERED that the Henderson County Tax Collector proceed to advertise the tax liens pursuant to N.C. Gen. Stat. §105-369.

Unanimously adopted, this 4<sup>th</sup> day of February 2019.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_

*Grady Hawkins*  
GRADY HAWKINS, Chairman

Attest:

*Teresa L. Wilson*  
TERESA L. WILSON, Secretary to the Board

