

# FINANCIAL ASSISTANCE AWARD

GRANT  COOPERATIVE AGREEMENT

FEDERAL AWARD ID NUMBER

04-01-07277

RECIPIENT NAME

County of Jackson

PERIOD OF PERFORMANCE

39 months after date of EDA approval

STREET ADDRESS

401 Grindstaff Cove Road

FEDERAL SHARE OF COST

\$ 2,015,395.00

CITY, STATE, ZIP CODE

Sylva, North Carolina 28779

RECIPIENT SHARE OF COST

\$ 16,028,264.00

RECIPIENT NAME

Southwestern Community College Board of Trustees

TOTAL ESTIMATED COST

\$ 18,043,659.00

STREET ADDRESS

447 College Drive

CITY, STATE, ZIP CODE

Sylva, North Carolina 28779

AUTHORITY

Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121, *et. seq.*)

CFDA NO. AND NAME

11.300 Public Works Program

PROJECT TITLE

Workforce Training Facility

This Award document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 MARCH 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS (See attached Exhibit "A")
- LINE ITEM BUDGET (See Attachment 1)
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD: PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): EDA Standard Terms and Conditions for Construction Projects, dated February 12, 2016

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

DATE

H. Philip Paradice, Jr., Director, Atlanta Regional Office

9/4/18

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

Darlene Fox, Finance Director, County of Jackson

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

Terry Bell, Chairman, Southwestern Community College Board of Trustees

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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Public Works and Development Facilities

Investment No.: 04-01-07277

Recipient: County of Jackson and Southwestern Community College Board of Trustees, NC

SPECIAL AWARD CONDITIONS

1. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following Project development time schedule:

Time allowed after Receipt of Financial Assistance Award for:

Return of Executed Financial Assistance Award..... 30 days  
Start of Construction..... 12 Months from Date of Grant Award  
Construction Period..... 24 Months

Project Closeout – All Project closeout documents including final financial information and any required program reports shall be submitted to the Government not more than 90 day after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall pursue diligently the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event, which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the Award in accordance with the regulations as provided in the CD-450.

2. GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION: Department of Labor regulations set forth in in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each trade area shall be as follows:

From April 1, 1981, until further notice: 6.9 percent

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6.

3. REPORT ON UNLIQUIDATED OBLIGATIONS: All Recipients of an EDA grant award of more than \$100,000 whose Award has not been fully disbursed is required to submit Form SF-425, "*Financial Status Report*" to EDA semi-annually to report on the status of unreimbursed obligations. This report will provide information on the amount of allowable Project expenses that have been incurred, but not claimed for reimbursement by the Recipient. The first report shall be as of March 30 of each year and shall be submitted to EDA no later than April 30 of each year, and the second report shall be as of September 30 of each year and shall be submitted to EDA no later than October 30 of each year. The Recipient must submit a final financial report using Form SF-425 within 90 days of the expiration date of the Award (or from the date the Recipient accepts the Project from the contractor, whichever occurs earlier). Noncompliance with these requirements will result in the suspension of disbursements under this Award. Financial reports are to be submitted to the Project Officer.
4. PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS: Pursuant to E.O. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federal Funded Construction Projects," unless the Project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded by Recipients of grants or cooperative agreements, or those of any construction manager acting on their behalf, shall not:  
a) include any requirement or prohibition on Bidders, Offerors, Contractors, or Subcontractors about entering into or adhering to agreements with one or more labor organizations on the same or related construction Project(s); or b) otherwise discriminate against Bidders, Offerors, Contractors, or Subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction Project(s).
5. ENGINEERING CERTIFICATE/CERTIFICATE OF TITLE: The Recipient, prior to Solicitation of bids for construction of this Project, shall furnish to the Government an acceptable Engineering Certificate showing all lands, rights-of-way and easements necessary for construction of this Project along with an acceptable Certificate of Title on said lands, rights-of-way and easements showing good and merchantable title free of mortgages or other foreclosable liens and an Owners Certification as to Eminent Domain.

6. **NONRELOCATION:** In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs that are located outside of its jurisdiction to within its jurisdiction in competition with other jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause.
7. **REFUND CHECKS, INTEREST OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to our account with it:

The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.

The second option is Paper Check conversion. All checks must identify on their face the name of the DoC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the Federal Project Officer. This option allows the payee to send a check to NOAA's accounting office, who processes EDA's accounting functions at the following address: U.S. Department of Commerce, National Oceanic and Atmospheric Administration, Finance Office, AOD, EDA Grants, 20020 Century Boulevard, Germantown, MD 20874. The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees who are corporations, it could be an issue for individuals sending EDA funds. Please make note of the following.

#### Notice to Customers Making Payment by Check

If you send EDA a check, it will be converted into an electronic funds transfer by copying your check and using the account information on it to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

You will not receive your original check back. Your original check will be destroyed, but a copy of it will be maintained in our office. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

8. **SCOPE OF WORK:** Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other

submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above described additional information shall be fairly construed to and shall describe the SOW. The scope of work for this project is further described below:

*The project will construct a three story 55,448 gross square foot sq. ft. Health Sciences Occupations Building on the campus of Southwestern Community College. The facility will provide classrooms, labs and clinical space for Health Sciences programs including: Emergency Medical Services, Medical Assisting, Medical Lab Technology, Nursing, Occupation Therapy, Physical Therapy, Radiography, Respiratory Therapy and Ultra-Sonography.*

9. CONSTRUCTION PERMITS: Prior to the first disbursement of funds under this Award, the Recipient shall obtain the permits described in item 3 of the Certificate of Engineer, Part One of the above referenced CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS.

10. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

*A. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*B. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

Reached its final disposition during the most recent five-year period; and

Is one of the following:

- (a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
- (b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (d) Any other criminal, civil, or administrative proceeding if:
  - (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
  - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### *C. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### *D. Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### *E. Definitions*

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
  3. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
    - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - (b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.
11. USEFUL LIFE: Prior to first disbursement, the useful life of this project for purposes of the First Priority Unsubordinated Lien required by paragraph L.3 of the Standard Terms and Conditions, is hereby determined to be 20 years.
12. LEAD RECIPIENT DESIGNATION AND OBLIGATIONS: This Award is made to multiple Recipients as identified in the Financial Assistance Award Form CD-450 to which these Special Award Conditions are attached. The Government requested that one of the Recipients be designated as the lead recipient to facilitate the administration of this Award. The Recipient named first in the Recipient name block on the CD-450 to which this Exhibit "A" is attached has agreed in writing to be designated as lead recipient (Lead Recipient). The co-recipients acknowledge, agree with and consent to this designation and authorize and consent to the Lead Recipient taking and performing the obligations set forth below in this Special Award Condition. A.) The Recipients agree that all funds available pursuant to this Award shall be solely disbursed by the Government to the Lead Recipient. The Lead Recipient agrees to be responsible for the further disbursement of all such funds received from the Government pursuant to this Award strictly in accordance with the Budget attached to this Award. Such disbursement by the Lead Recipient shall be made in accordance with all applicable requirements of the Government as identified and set forth on the Financial Assistance Award Form CD-450 to which these Special Award Conditions are attached. B.) The Recipients agree that the Lead Recipient is authorized to and shall negotiate, enter into and execute all contracts (including but not limited to all construction and construction-related contracts), if any, necessary for the performance of the Recipients' obligations pursuant to this Award. C.) The Lead Recipient further agrees to be responsible for accumulating all necessary information for and the submission of all reports required to be submitted to the Government pursuant to this Award.

13. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, at the Government's direction, at any time(s) during the estimated useful life Project, Recipient's personnel responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees (for finances and/or oversight for both this Project and otherwise), will take a training on preventing waste, fraud and abuse as provided by the Government. The Government will provide instructions on when and how to take the training. In the event there are co-recipients of this Award, the obligations in the Special Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the Government's Atlanta Regional Counsel at 404-730-3002 and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

14. **LEASE OF BUILDING:** Each lease arrangement of the building(s) funded by this grant award shall be subject to the prior written approval of the Economic Development Administration (EDA). Prior to EDA granting said approval, it must be satisfied, inter alia, that said lease arrangement is consistent with the authorized general and special purpose of the grant award; that said lease arrangement will provide adequate employment and economic benefits for the area in which the property is located; that said lease arrangement is consistent with EDA policies concerning, but not limited to, non-discrimination, and that the proposed Lessee is providing adequate compensation to the Lessor for said lease arrangement. Adequate compensation is determined by the reasonable fair commercial rental value in the community which the project is located. Typically, EDA relies on written verification of this rental value from a local real estate broker.

U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION

**PUBLIC WORKS PROJECT COST CLASSIFICATIONS**

**EDA Investment No. 04-01-07277**

**State: North Carolina**

**County: Jackson**

<u>Cost Classification</u>	<u>Proposed</u>	<u>Approved</u>
Administrative and legal expenses	\$ 30,000	\$ 30,000
Land, structures, and rights-of-way appraisals, etc.		
Relocation expenses and payments (Cost incidental to transfer of titles)		
Architectural and engineering fees		
Other architectural and engineering fees		
Project inspection fees and audit		
Site Work		
Demolition and removal		
Construction	16,679,314	16,679,314
Equipment		
Miscellaneous		
Contingencies	1,334,345	1,334,345
<b>TOTAL PROJECT COSTS</b>	<b>\$ 18,043,659</b>	<b>\$ 18,043,659</b>

Remarks: