

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM ARPA CONTRACT



CONTRACTOR/VENDOR NAME: Forward Cities, Inc. VENDOR # 1000020487

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Fay Horwitt fhorwitt@forwardcities.org

Print Name _____ E-Mail Address _____
TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other _____

SCOPE OF WORK: Small Business Support Grant

CONTRACT AMT: \$1,500,000 CONTRACT TERM: 04/01/24 - 06/30/26 RFP/IFB/RFO#: N/A

FUNDING SOURCE/TITLE: County _____ State _____ Federal Title/Name of Grant Funds American Rescue Plan Act (ARPA)

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	2002950000	4130131300	5200160100	ARPAECONOMIC4950	413013102310060	0026	\$1,500,000		
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES NO

Signature: SEE ATTACHED Date: _____

Contract Requires BOCC Approval? YES NO Date of BOCC Approval: 03/25/24

COUNTY ATTORNEY

Reviewing Attorney: SEE ATTACHED Date: _____

REQUISITIONER DocuSigned by:

DocuSign E-Signature Brandi Minor Date: 4/9/2024 | 3:18 PM

Print Name/E-Mail: Brandi Minor brminor@dconcgov

PURCHASING MANAGER

DocuSign E-Signature Jonathan Hawley Date: 4/9/2024 | 3:18 PM

9956C6C0F47E18F
DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE DocuSigned by:

DocuSign E-Signature Andrew Miracle Date: 4/9/2024 | 4:54 PM

Print Name/Title: Andrew Miracle Economic Development Director

E-Mail Address: amiracle@dconcgov

CHIEF FINANCIAL OFFICER DocuSigned by:

DocuSign E-Signature Stacy Murray Date: 4/11/2024 | 2:03 PM

9F80F2B29C0C486
DocuSign E-Signature

COUNTY MANAGER DocuSigned by:

DocuSign E-Signature Dr. Kimberly J. Sowell Date: 4/14/2024 | 10:58 PM

85E0A661C89189
DocuSign E-Signature

Additional Comments/Instructions by Department:
Agenda Item # 24-0162, Approved by BOCC on March 25, 2024

CC:JOHN KENION

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

FUNDS RESERVATION# 24-1279

IS&T DEPT

Date: _____

DocuSign E-Signature

Purchasing Comments: COMP - PRIORITY REQUEST PER DEPT

THE COI/LEGAL APPROVAL IS ATTACHED TO THE FR IN SAP



Funds Reservation 240001279

General Data			
Company code	DCNC	Document date	04/09/2024
		Posting date	04/09/2024
More Data			
Text	SUBAWARD AGREEMENT 04/01/24 - 06/30/26		
Overall Amount	1,500,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	SMALL BUSINESS SUPPORT GRANT		
Fund	2002950000	Funds center	4130131300
Cost Center	4130131300	G/L account	5200160100
Vendor	1000020487	Vendor Name	FORWARD CITIES INC.
Ordering Address		Ordering Address	
Grant	413013102310060	WBS Element	ARPAECONOMIC4950
Amount	1,500,000.00 USD		
Open amount	1,500,000.00 USD		
To approve	0.00 USD		


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER



North Carolina
Durham County

CERTIFICATION

I, Macio Carlton, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

The Board of County Commissioners approved the ARPA Nonprofit Grant Phase 2 - Small Business Support Grant to Forward Cities, Inc. for \$1.5 million in contracted services.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 25th day of March 2024.

(SEAL)



MACIO CARLTON

Deputy Clerk to the Board of County Commissioners

Attachments: [CPA-18 AAF LEGAL FORM 2022 GO Bond Funds for DPS Capital Projects \(\\$1](#)

24-0162

Approval of American Rescue Plan Act (ARPA) Nonprofit Grant Program Phase 2 - Small Business Support Grant to Forward Cities, Inc. for \$1.5 million

Agenda Text:

The Board is requested to approve an ARPA Nonprofit Grant Phase 2 - Small Business Support Grant to Forward Cities, Inc. for \$1,500,000 in contracted services.

As part of the Board's strategic plan for administering the County's ARPA funding, the Board previously authorized the use of \$1,500,000 for the purposes of providing a grant to an organization to develop and implement a comprehensive ecosystem for entrepreneurial support and to provide targeted supports for small businesses that have been negatively impacted by the pandemic.

As the SBA Navigator program and pilot funding ended in November 2023, the Durham County ARPA Grant Award is an opportunity to leverage the SBA's investment in Durham County and build on E3 Durham's momentum. Forward Cities intends to leverage their E3 Durham experience and this funding opportunity to scale the program by transitioning to a community-informed model that will maintain the navigation function at no-cost to entrepreneurs and add:

1. a data-informed and community-designed Ecosystem Strategic Plan;
2. a 'learn to earn' program that incentivizes clients to accumulate entrepreneurial education and network connection 'credits' that they can use to procure subsidized professional services from local Business-to-Business (B2B) service providers;
3. cohort accelerators that address gaps identified by entrepreneur intake forms, which function as a needs assessment;
4. an intentional focus on expanding supports for capital access, certifications and procurement, and;
5. a vibrant physical hub of activity based in a culturally rooted downtown coworking community.

Recognizing the tremendous value of the many dedicated area business support organizations and service providers who work tirelessly to equip Durham County business owners, this program earmarks nearly 50% programmatic funding pass-through. Funds will pass through to 1) enrolled entrepreneurs to reduce the cost of doing business and 2) service providers to engage their expertise and increase their ability to effectively and sustainably serve the community.

The E3 Durham Venture Studio (final name TBD) will operate over an initial 24-month period with integrated sustainability and capacity building efforts at the ecosystem and entrepreneur levels - to ensure impact for years to come. A detailed scope of work and contract are listed in the attachments.

Alignment with Strategic Plan: Goal 1: Community Empowerment and Enrichment; Goal 2: Health and Well Being for All; Goal 3: Safe Community; Goal 4: Environmental Stewardship & Community Prosperity; Goal 5, Accountable, Efficient and Visionary Government.

Resource Persons: Andy Miracle, Economic Development Director, and John Keefer, Grants Administrator

County Manager's Recommendation: The County Manager recommends that the Board approve the ARPA Nonprofit Grant Phase 2 - Small Business Support Grant to Forward Cities, Inc. for \$1.5 million in contracted services.

Attachments: [Forward Cities ARPA Federal Grant Agreement](#)
[Forward Cities ARPA Federal Grant Agreement Scope of Work](#)

24-0165

Approval of Property Tax Releases and Refunds for February 2024

Agenda Text:

The Board is requested to approve the Releases & Refunds for the month of February 2024, which includes adjustments to the current year's levy as well as prior years' levies. Due to property valuation adjustments for over assessments, listing discrepancies, duplicate listings, and clerical errors, etc. the attached reports detail releases and refunds for the month of February 2024.

This month's report includes releases and refunds for tax year 2023 totaling \$ 245,777.68. Prior tax years' (2019-2022) releases and refunds are in the amount of \$15,286.63. February 2024 releases and refunds total \$ 261,064.31.

Alignment with Strategic Plan: Goal 5, Accountable, Efficient, Visionary Government. The reason for the request is to ensure the county complies with North Carolina General Statutes which ensure we are accountable to our citizens.

Resource Persons: Keyar J. Doyle, Tax Administrator

County Manager's Recommendation: The County Manager recommends that the Board approve the property tax release and refund reports for February 2024 as presented and authorize the Tax Assessor to adjust the tax records as outlined by the report.

Attachments: [Releases and Refunds Backup Detail-February 2024-March 25, 2024\(amended\)](#)
[Backup-Bill Release Report February 2024-March 25, 2024](#)
[Backup-Pending Refund Report February 2024-March 25, 2024\(amended\)](#)
[NCVTS January Refunds](#)

24-0171

Approval to Advertise 2023 Tax Liens on Real Property

Agenda Text:

The Board is requested to authorize the Tax Administrator to provide public notice and advertise the 2023 delinquent real property tax liens. North Carolina General Statute 105-369 requires the Tax Collector to report to the governing board the total

American Rescue Plan Act (ARPA)/Coronavirus State Local Fiscal Recovery Fund (CSLFRF) Funds
Subaward Agreement
Between
COUNTY of Durham, North Carolina
and
Forward Cities, Inc.

Article I. Overview.

Section 1.1. Parties. The parties to this agreement are COUNTY of Durham, North Carolina, a North Carolina municipal corporation (“COUNTY”) and Forward Cities, Inc., a North Carolina non-profit corporation (“SUBRECIPIENT”).

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

Section 1.3. Roles. For the purposes of this Agreement, the COUNTY serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the \$62,445,275 allocated to the COUNTY by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARP/CSLFRF).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the SUBRECIPIENT from the COUNTY.

Section 1.6. Disclosures. Federal regulations, specifically 2 CFR 200.332(a)(1), require the COUNTY to provide the SUBRECIPIENT with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period April 1, 2024 (the “Effective Date”) through June 30, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Article II. Scope of Funded Activities.

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

Section 2.2. Budget. SUBRECIPIENT shall perform the Scope of Work in accordance with the program budget as approved by the COUNTY and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. SUBRECIPIENT may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the COUNTY; nor shall SUBRECIPIENT make any changes, directly or indirectly, to program design, Scope of Work, or Approved Budget without the prior written approval of COUNTY.

Article III. Compensation.

Section 3.1. Payment of Funds. COUNTY agrees to pay, SUBRECIPIENT for anticipated quarterly costs to be incurred and paid by SUBRECIPIENT in accordance with the Approved Budget and for the performance of the Scope of Work under this Agreement in an amount not to exceed \$1,500,000 (“Total Agreement Funds”). The initial

payment will include projected expenses for the first three months of the award period, as well as fifty percent (50%) of the projected expenses for the second three months of the award period. Starting at the six month point in the award period, subsequent payments will occur for projected expenses for each three month period.

The amount of Total Agreement Funds, however, is subject to adjustment by the COUNTY if a substantial change is made in the Scope of Work that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Scope of Work and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Receipts/Invoices. On or before the fifteenth (15th) day of the month following the last month of each quarter during the award period and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, SUBRECIPIENT shall submit associated receipts, in a format dictated by COUNTY, for the most recent three-month period ended, to the designated Program Administrator, setting forth actual expenditures of SUBRECIPIENT in accordance with this Agreement. If COUNTY disapproves an expense, then the COUNTY will adjust the amount of the unallowable expense in the subsequent monthly allotment. If SUBRECIPIENT has funding remaining from the previous quarter's disbursement without providing an explanation as to the need for the full disbursement for the upcoming quarter, the COUNTY will reduce the upcoming quarter's allocation by the amount of cash SUBRECIPIENT still has available from the previous allocation. The COUNTY will redistribute any reduction in funding for one quarter's allocation as additional amounts for subsequent quarter allocations.

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

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. SUBRECIPIENT shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. SUBRECIPIENT must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). SUBRECIPIENT shall adopt such additional financial management procedures as may from time-to-time be prescribed by COUNTY if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. SUBRECIPIENT shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

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

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. SUBRECIPIENT shall submit to COUNTY such reports and back-up data

as may be required by the Federal Government or COUNTY, including such reports which enable COUNTY to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time.

<u>REPORT</u>	<u>DEADLINE</u>
Quarterly Financial Reports	By the 15 th of the month following the end of the quarter.
Quarterly Report Reviews	June 30 (Q1); September 30(Q2); December 31(Q3); March 30 (Q4)
Desk Reviews	Annually (or more frequently if requested by either Party)
Onsite Reviews	Upon request of either party
Annual Audit Review	If necessary, upon request

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

Section. 4.5. Improper Payments. Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the COUNTY, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT, shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by COUNTY under this Agreement or any other agreements between COUNTY and SUBRECIPIENT. This provision shall survive the expiration or termination of this Agreement.

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

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

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. SUBRECIPIENT shall perform all Scope of Work funded by this Agreement in accordance with this Agreement, the award agreement between COUNTY and the US Department of Treasury, and all applicable federal, state, and local requirements, including all applicable statutes, rules, regulations, executive

orders, directives, or other requirements. Such requirements may be different from SUBRECIPIENT's current policies and practices. COUNTY may assist SUBRECIPIENT in complying with all applicable requirements. However, SUBRECIPIENT remains responsible for ensuring its compliance with all applicable requirements.

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

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

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

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

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

Section. 5.3. Federal Grant Administration Requirements. SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the [Assistance Listing for ARP/CSLFRF \(21.027\)](#). These requirements dictate how SUBRECIPIENT must administer the subaward and how COUNTY must oversee SUBRECIPIENT.

The applicable UG provisions are as follows:

[Subpart A, Acronyms and Definitions](#)

[Subpart B, General provisions](#)

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

[Subpart D, Post Federal; Award Requirements](#) (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))

[Subpart E, Cost Principles](#)

[Subpart F, Audit Requirements](#)

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

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

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

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

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

Section. 5.4. Procurement Requirements.

- (a) **Federal.** Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, SUBRECIPIENT shall adopt and enact procurement procedures. SUBRECIPIENT's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:
1. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.
 2. SUBRECIPIENT shall maintain oversight to ensure that SUBRECIPIENTS perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 3. Pursuant to 2 CFR 200.321, SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 4. SUBRECIPIENT shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, SUBRECIPIENT selection or rejection, and the basis for the contract price." 2 CFR 200.318(i).
- (b) **Local.** In addition to the requirements described in subsection (a), the SUBRECIPIENT shall comply with the following:
1. **Reporting.** SUBRECIPIENT shall document, in its quarterly report to **COUNTY**, the status of all contracts executed in connection with this Agreement.
 2. **COUNTY review of solicitations.** Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if SUBRECIPIENT proposes to enter into any contract for the performance of any of the Scope of Work under this Agreement, then the SUBRECIPIENT shall forward to COUNTY a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. COUNTY will review the solicitation and provide comments, if any, to SUBRECIPIENT within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the COUNTY. Consistent with 2 CFR 200.324, COUNTY will review the solicitation for compliance with applicable procurement standards. COUNTY's review and comments shall not constitute a binding approval of the solicitation. Regardless of COUNTY's review, SUBRECIPIENT remains bound by all applicable laws, regulations, and Agreement terms. If during its review COUNTY identifies any deficiencies, then COUNTY will communicate those deficiencies to SUBRECIPIENT as quickly as possible within the three (3) business day window outlined above. COUNTY may also, upon request, review all proposals or responses to solicitations issued by SUBRECIPIENT. COUNTY can only disapprove the selection of any entity by SUBRECIPIENT if the COUNTY determines that such selection would violate a provision of Federal, State, or local requirements, or the terms and conditions of this agreement.
 3. **COUNTY review of contracts.** Except for micro-purchases pursuant to 2 CFR 200.320(a), if SUBRECIPIENT proposes to enter into any contracts for the performance of any of the Scope of Work under this

Agreement, then SUBRECIPIENT shall forward to COUNTY a copy of the written contract prior to contract execution. COUNTY shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to SUBRECIPIENT within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the COUNTY. Consistent with 2 C.F.R. §200.324, COUNTY will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. COUNTY's review and comments shall not constitute an approval of the contract. Regardless of COUNTY's review, SUBRECIPIENT remains bound by all applicable laws, regulations, and Agreement terms. If during its review COUNTY identifies any deficiencies, then COUNTY will communicate those deficiencies to SUBRECIPIENT as soon as possible within the three (3) business day window outlined above. SUBRECIPIENT must correct the noted deficiencies before executing the contract.

- (c) **Conflicts of Interest.** In addition to the requirements described in subsections (a) and (b), SUBRECIPIENT shall comply with the following provisions related to conflicts of interest:
1. **Conflict of Interest Policies.** For any procurements conducted with grant funds under this agreement, SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts in conformance with 2 CFR 200.318(e). No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real OR apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. SUBRECIPIENT shall immediately disclose in writing to COUNTY any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
 2. **Organizational Conflicts of Interest.** If SUBRECIPIENT has a parent, affiliate, or subsidiary organization, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, SUBRECIPIENT would be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization. SUBRECIPIENT must ensure that no transactions are conducted using funds under this agreement where there is an organizational conflict of interest.
 3. **Termination of Agreement.** If SUBRECIPIENT enters into a contract where there was a conflict of interest or organizational conflict of interest, it will be grounds for the COUNTY to terminate this grant agreement in accordance with the provisions of Article VII. Default and Termination.
- (d) **Mandatory Contract Provisions.** SUBRECIPIENT must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by COUNTY.

Section 5.5. Subawards. In executing this Agreement, SUBRECIPIENT may not enter a subaward without prior written approval from COUNTY. Any planned subawards must be awarded on a competitive basis.

Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316.

Section 5.7 Program Income. If SUBRECIPIENT earns program income, as defined in 2 CFR 200.1 during the term of the subaward, it must segregate the gross proceeds of the program income and follow the provisions in 2 CFR 200.307. Any anticipated program income shall be budgeted in Exhibit C and reported to the COUNTY. Any unanticipated Program Income shall be managed in accordance with COUNTY policy

Section. 5.8. Federal Restrictions on Lobbying. SUBRECIPIENT shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, SUBRECIPIENT may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered

federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT shall certify in writing that SUBRECIPIENT has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). SUBRECIPIENT shall obtain, and provide to the COUNTY, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section. 5.10. Equal Opportunity & Other Requirements. SUBRECIPIENT shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

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

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

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

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

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

Section. 5.11. Suspension and Debarment. SUBRECIPIENT shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. SUBRECIPIENT represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. SUBRECIPIENT further agrees that it will notify COUNTY immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. SUBRECIPIENT shall provide COUNTY with all information requested by COUNTY to enable COUNTY to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to COUNTY proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Durham County, North Carolina by the U.S. Department of the Treasury."

Section 5.15. Program for Enhancement of SUBRECIPIENT Employee Protections. SUBRECIPIENT is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the

whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, SUBRECIPIENT shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of SUBRECIPIENT shall be listed if the SUBRECIPIENT in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to SUBRECIPIENT, SUBRECIPIENT will submit the list of its five most highly compensated officers to COUNTY within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. SUBRECIPIENT certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.20. RESERVED.

Section 5.21. Stevens Amendments Requirements. SUBRECIPIENT shall identify that federal assistance funds were used to fund Scope of Work under this Agreement in any publicity and /or signage relating to the funded project or program.

Article VI. Cooperation in Monitoring and Evaluation.

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

The type and degree of monitoring activities depends on the results of the SUBRECIPIENT Risk Assessment, as detailed in COUNTY's Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds (see policy at [American Rescue Plan Act \(ARPA\) Funds | Durham County \(dconc.gov\)](#)).

The following specific monitoring activities apply to this Agreement:

- (a) Monthly Financial Reports
- (b) Quarterly Report Reviews
- (c) Annual Desk Reviews (or more frequently if requested by either Party)
- (d) Onsite Reviews (upon request of either Party), and
- (e) Annual Audit Review, if necessary, upon request.

Section. 6.2. SUBRECIPIENT Responsibilities.

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

Section 6.3. Interventions. If COUNTY determines that SUBRECIPIENT is not in compliance with this Agreement, COUNTY may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If COUNTY determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the COUNTY otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

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

COUNTY may impose the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that COUNTY determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
- (2) More frequent or more thorough reporting by the SUBRECIPIENT
- (3) More frequent monitoring by the COUNTY
- (4) Required SUBRECIPIENT technical assistance or training
- (5) Required impact visits to determine actions that may be needed
- (6) Regular Office Hours calls (based on needs)

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.

- (1) Restrictions on funding payment requests by SUBRECIPIENT
- (2) Disallowing payments to SUBRECIPIENT
- (3) Requiring repayment for disallowed cost items
- (4) Imposing probationary status on SUBRECIPIENT

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year
- (3) Terminate funding to SUBRECIPIENT in the current year
- (4) Initiate legal action against SUBRECIPIENT

- (5) Interviews with Staff of SUBRECIPIENT
- (6) Audit assistance

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of COUNTY.

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

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

Article VII. Default and Termination.

Section. 7.1. Termination for Cause. COUNTY may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination for Convenience ("TFC").

7.2(a) Procedure. Without limiting any party's right to terminate for breach, the parties agree that the COUNTY may, without cause, and in its discretion, terminate this contract for convenience by giving the SUBRECIPIENT written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

7.2(b) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, the SUBRECIPIENT shall give the COUNTY all Work, including partly completed Work. In case of TFC, the SUBRECIPIENT shall follow the COUNTY's instructions as to which subcontracts to terminate.

7.2(c) Payment. The COUNTY shall pay the SUBRECIPIENT an equitable amount for the costs and charges that accrue because of the COUNTY's decisions with respect to the subcontracts, but excluding profit for the SUBRECIPIENT. Within 20 days after TFC, the COUNTY shall pay the SUBRECIPIENT one hundred dollars as a TFC fee and shall pay the SUBRECIPIENT for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the COUNTY shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The SUBRECIPIENT shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

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

Sec. 7.4. Termination Procedures. If this Agreement is terminated, SUBRECIPIENT may not incur new obligations for the terminated portion of the Agreement after SUBRECIPIENT has received the notification of termination.

SUBRECIPIENT must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. SUBRECIPIENT shall not be relieved of liability to COUNTY because of any breach of Agreement by SUBRECIPIENT. COUNTY may, to the extent authorized by law, withhold payments to SUBRECIPIENT for the purpose of set-off until the exact amount of damages due COUNTY from SUBRECIPIENT is determined. The COUNTY Manager or its designee shall have the authority to terminate this agreement under Article VII.

Article VIII. General Conditions.

Section. 8.1. E-Verify Requirements. (a) If this Agreement is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the SUBRECIPIENT represents and covenants that the SUBRECIPIENT and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words “SUBRECIPIENT,” “SUBRECIPIENT’s subcontractors,” and “comply” as used in this subsection (a) shall have the meanings of “SUBRECIPIENT,” “SUBRECIPIENT’s subcontractors,” and “comply” respectively as intended by NCGS 143-129(j); and (iii) the COUNTY is relying on this subsection (a) in entering into this Agreement. (b) If this Agreement is subject to NCGS 143-133.3, the SUBRECIPIENT and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Section. 8.2. Indemnification.

(a) In general. The terms of subsection (c) (Standard Indemnification Provision) below shall apply to the SUBRECIPIENT, subject to subsections (d) through (k), where applicable.

(b) Definitions. These definitions apply to this Section unless otherwise stated.

SUBRECIPIENT – Each party to this contract except the COUNTY of Durham.

Construction agreement – any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair, or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition, and excavating connected therewith.

Defend – In this Section except in subsection (e), defend means to pay for or furnish counsel at the expense of the SUBRECIPIENT to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.

Derivative parties – with respect to a party, any of that party’s subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.

Design professional – a person or entity who is licensed under and provides professional services regulated by Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Design professional agreement – any promise or agreement in, or in connection with, a contract or agreement with a design professional to provide design professional services.

Design professional services – a service or work performed by a design professional for which licensure is required under Chapters 83A, 89A, 89C, 89E, or 89F of the N. C. General Statutes.

Fault – a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.

Indemnitees – COUNTY and its officers, officials, independent SUBRECIPIENTS, agents, and employees, excluding the SUBRECIPIENT.

Subcontractor – any person or entity, of any tier, providing labor or material through the SUBRECIPIENT for use on the project at issue in the applicable construction agreement or design professional agreement.

(c) Standard Indemnification Provision. (i) The SUBRECIPIENT shall defend, indemnify, and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the SUBRECIPIENT or its derivative parties. In performing its duties under this subsection “c,” the SUBRECIPIENT shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to COUNTY. (ii) “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within “Charges” are (1) interest and reasonable attorney’s fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations,

- ordinances, rules, or orders – including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract. By appropriate litigation, each Indemnitee, severally, shall have the right to enforce this section (titled “Indemnification”) directly against the SUBRECIPIENT, but not against the COUNTY of Durham.
- (d) Restriction regarding Indemnitees’ Negligence. This contract shall not require the SUBRECIPIENT to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
 - (e) Restriction regarding Fault in Construction Agreements and Design Professional Agreements. If this contract is a construction agreement or design professional agreement, nothing in this contract requires the SUBRECIPIENT to indemnify or hold harmless Indemnitees or any other person or entity against losses, damages, or expenses unless the fault of the SUBRECIPIENT or its derivative parties is a proximate cause of the loss, damage, or expense indemnified.
 - (f) Restriction regarding Negligence of Design Professionals. Nothing in this contract requires the SUBRECIPIENT, provided that it is a design professional, to defend Indemnitees or any other person or entity against liability or claims for damages, or expenses, including attorney’s fees, proximately caused or allegedly caused by the professional negligence, in whole or in part, of the SUBRECIPIENT, the COUNTY, or their derivative parties, whether the claim is alleged or brought in tort or contract.
 - (g) Liability When at Fault. The parties intend that nothing in this contract shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subsection (d) (Restriction regarding Indemnitees’ Negligence) and subsection (e) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements) any attorneys’ fees, litigation or arbitration expenses, or court costs actually incurred by the COUNTY to defend against third party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of the COUNTY by law or by contract, if the fault of the SUBRECIPIENT or its derivative parties is a proximate cause of the attorney’s fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this contract that violates the parties’ intent expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.
 - (h) Insurance Contracts and Bonds. This Section does not affect an insurance contract, workers’ compensation, or any other agreement issued by an insurer; and this Section does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.
 - (i) Other Provisions. Every provision in this contract that violates subsection (d) (Restriction regarding Indemnitees’ Negligence), subsection (e) (Restriction regarding Fault in Construction Agreements and Design Professional Agreements), or subsection (f) (Restriction Regarding Negligence of Design Professionals) shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subsections.
 - (j) Survival. This Section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the SUBRECIPIENT under this contract.
 - (k) Compliance with Law. This Section shall be applied to the maximum extent allowed by law but it shall be construed and limited as necessary to comply with N.C.G.S. § 22B-1. This Section is not to be construed in favor or against any party as the drafter. The preceding sentence is not intended to imply or direct how the remainder of this Section or of this contract is to be construed.

Section. 8.3. Insurance. The SUBRECIPIENT shall maintain insurance not less than the following:

SUBRECIPIENT shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the SUBRECIPIENT shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the COUNTY. In the event SUBRECIPIENT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. SUBRECIPIENT shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. SUBRECIPIENT’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the SUBRECIPIENT’s insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the SUBRECIPIENT. In the event SUBRECIPIENT’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall

govern.

8.3(a). Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

8.3(b). Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

8.3(c). Worker’s Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect SUBRECIPIENT, and such coverage and limits shall not be deemed as a limitation on SUBRECIPIENT’s liability under the indemnities granted to the COUNTY in this Contract. SUBRECIPIENT shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the SUBRECIPIENT to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY.

Section. 8.4. Choice of Law and Forum; Service of Process. (i) This Contract shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina, with the exclusive forum and venue for all actions arising out of this Contract being the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the SUBRECIPIENT is not a natural person (for instance, the SUBRECIPIENT is a corporation or limited liability company), this subsection (ii) applies. “Agent for Service of Process” means every person now or hereafter appointed by the SUBRECIPIENT to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the SUBRECIPIENT agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint.

Section. 8.5. Notice.

- (a) In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term.
- (b) Means of Delivery of Notice. (i) Common Carrier. All such notices shall be in writing and sent by common carrier or personal delivery. Those sent by common carrier shall include instructions to obtain the recipient’s signature and/or a signature at the recipient’s address. Common carrier means UPS, FedEx, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or United States Postal Service (USPS). (ii) Notice given by Personal Delivery. If the sender causes the notice to be hand delivered to a natural person 18 years or older at the address of the SUBRECIPIENT indicated under subsection (f) below, notice is deemed given. (iii) Common Carrier Leaves Notice. If the sender obtains a signature through a common carrier pursuant to subsection (i), notice is deemed given. If, however, the common carrier does not obtain such a signature between 8:30 AM – 4:30 PM Monday-Friday on a day that is not a Holiday but leaves the notice in a place that it deems safe without obtaining a signature, this process constitutes delivery of the notice provided that the sender also sends the notice by email or fax. Notice is deemed given on the later of (x) the leaving of the notice by the common carrier and (y) the email or fax. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart. (iv) Requested

Additional Method. Regardless of the method of giving notice, the sender is requested but not required to also send it by fax or email.

- (c) **When Notice Period Is Less than 9 Days.** If a required notice period is less than 9 days, the sender is requested to make reasonable attempts, before or promptly after giving notice under subsection (b), also to orally communicate the substance of the contents of the written notice, in person or by telephone. Failure to satisfy this subsection shall not render the written notice invalid.
- (d) **When Undeliverable Notice Is Deemed Sent by Common Carrier.** If a notice sent by common carrier is undeliverable because the address or other information provided to the sender by the other party (the intended recipient) is incorrect, incomplete, or out of date, or for any other reason; and the sender also sends the notice by fax or email, notice is deemed given on the later of (x) the sender's placing the notice in the custody of the common carrier and (y) the fax or email. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart.
- (e) **Change of Address.** A change of address, fax number, email address, telephone number, or person to receive notice shall be made by notice given to the other party.
- (f) **Addresses.** Subject to change pursuant to subsection (e), the addresses for these notices are:

To the COUNTY:
COUNTY of Durham
7th Floor, 201 East Main Street
Durham, NC 27701

To the SUBRECIPIENT:
Forward Cities
P.O. Box 2008
Durham, NC 27702

Section. 8.6. Nonwaiver. No action or failure to act by the COUNTY shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

Section. 8.7. Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the COUNTY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.8. Severability. If any provision of this Contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

Section. 8.9. Assignment. Successors and Assigns. Without the COUNTY's written consent, the SUBRECIPIENT shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The COUNTY Manager may consent to an assignment without action by the Durham County Board of Commissioners. Unless the COUNTY otherwise agrees in writing, the SUBRECIPIENT and all assignees shall be subject to all of the COUNTY's defenses and shall be liable for all of the SUBRECIPIENT's duties that arise out of this Contract and all of the COUNTY's claims that arise out of this Contract. Without granting the SUBRECIPIENT the right to assign, it is agreed that the duties of the SUBRECIPIENT that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

Section. 8.10. Compliance with Law. In performing all of the Project, the SUBRECIPIENT shall comply with all applicable law.

Section. 8.11. Notice of COUNTY Policy. THE COUNTY OPPOSES DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY, FAMILIAL STATUS, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, AND PROTECTED HAIRSTYLE AND URGES ALL OF ITS SUBRECIPIENTS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER COUNTY CONTRACTS.

Section. 8.13. No Third-Party Rights Created. This Contract is intended for the benefit of the COUNTY and the

SUBRECIPIENT and not any other person.

Section. 8.14. Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) A definition in this Contract will not apply to the extent the context requires otherwise.

Section. 8.15. Modifications. Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the COUNTY unless it is signed by the COUNTY Manager, a deputy or assistant COUNTY Manager, or, in limited circumstances, a COUNTY department director. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Contract.

Section. 8.16. COUNTY's Manager's Authority. To the extent, if any, the COUNTY has the power to suspend or terminate this contract or the SUBRECIPIENT's services under this Contract, that power may be exercised by COUNTY Manager or a deputy or assistant COUNTY Manager without action by the Durham County Board of Commissioners.

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

COUNTY OF DURHAM

DocuSigned by:
By: Dr. Kimberly J. Sowell Date: 4/14/2024 | 10:58 PM EDT
0EBFD43C1C89469...
Dr. Kimberly J. Sowell, County Manager

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

DocuSigned by:
By: Tiffany Murray
2F80F2B29C0C4B6...
Tiffany Murray, Durham County Chief Financial Officer

CONTRACTOR

DocuSigned by:
By: Fay Horwitt
5777C880A5FD4AF...

Print Name/Title: Fay Horwitt President & CEO, Forward Cities

Date of Signature: 4/10/2024 | 12:12 PM PDT

Exhibit A: Subaward Data

SUBRECIPIENT Name	Forward Cities, Inc.
SUBRECIPIENT Unique Entity Identifier:	ZH93GLAUJHV7
Federal Award Identification Number (FAIN):	35-333003
Federal Award Date of Award to the Recipient by the Federal Agency:	May 2021
Subaward Period of Performance Start Date:	April 1, 2024
Subaward Period of Performance End Date:	June 30, 2026
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the SUBRECIPIENT:	\$1,500,000
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity Including the Current Obligation:	\$1,500,000
Total Amount of the Federal Award Committed to the SUBRECIPIENT by the Pass-Through Entity:	\$1,500,000
Federal Award Project Description:	Forward Cities will design and implement a comprehensive ecosystem of entrepreneurial support. The organization will recruit qualifying small business, assess their specific needs to further their development and growth, and refer the participating small businesses to service providers that can provide professional development and other services aimed at addressing their unique needs.
Name of Federal Awarding Agency:	U.S. Treasury Department
Name of Pass-Through Entity:	Durham County Government
Contact Information for COUNTY of Durham Authorizing Official:	Dr. Kimberly Sowell, County Manager ksowell@dconc.gov (919) 560-0000
Contact Information for COUNTY Project Manager:	Andrew Miracle, Director, Economic Development amiracle@dconc.gov (919) 560-0006
CFDA Number and Name:	21.027
Identification of Whether Subaward is R&D:	No
SUBRECIPIENT Indirect Costs:	10% (De Minimis Rate)



Durham County Government ARPA Award

Scope of Work & Budget

As the SBA Navigator program and pilot funding ended in November 2023, the Durham County ARPA Grant Award is an opportunity to leverage the SBA's investment in Durham County and build on E3 Durham's momentum.

Recognizing the tremendous value of the many dedicated area business support organizations and service providers who work tirelessly to equip Durham County business owners, this program earmarks nearly 50% programmatic funding pass-through. Funds will pass through to 1) enrolled entrepreneurs to reduce the cost of doing business and 2) service providers to engage their expertise and increase their ability to effectively and sustainably serve the community.

We intend to leverage our E3 Durham's experience and this funding opportunity to scale the program by transitioning to a community-informed Venture Studio model that will maintain the navigation function at no-cost to entrepreneurs and add:

1. a data-informed and community-designed Ecosystem Strategic Plan;
2. a 'learn to earn' program that incentivizes clients to accumulate entrepreneurial education and network connection 'credits' that they can use to procure subsidized professional services from local Business-to-Business (B2B) service providers;
3. cohort accelerators that address gaps identified by entrepreneur intake forms, which function as a needs assessment
4. an intentional focus on expanding supports for capital access, certifications and procurement, and
5. a vibrant physical hub of activity based in a culturally rooted downtown coworking community

Combined with the existing strengths of the navigation model, these efforts will allow us to better understand entrepreneurs' needs; prioritize needs by stage, size, sector, and demographics; continue to grow capital readiness and connections; and engage a broader set of support organizations and service providers to level-up support for entrepreneurs who need it most.



Program Activities

The **E3 Durham Venture Studio** (final name TBD) will operate over an initial 24-month period with integrated sustainability and capacity building efforts at the ecosystem and entrepreneur levels - to ensure impact for years to come.

Entrepreneurial Support System for Small Business Owners

Forward Cities designs processes that are place-based, data-informed, and community-led. For this program, Forward Cities will engage in a collaborative and transformative Discovery process, selecting and compensating an expanded group of 10 ecosystem partners that will form an advisory council (E3D Alliance). Additionally they will serve as formal referral partners for Navigators, providing a simple monthly report on counseling hours provided to clients. Each partner will receive a \$5,000 annual stipend for their participation. Through an open RFQ we will subsidize business counseling services so our current E3D clients can continue receiving services free of charge and without excessive wait-times.

We would first open participation to our current partners to continue accepting and reporting on referrals coming through the navigation process. They would also be the first group of individuals invited to sit on the E3D Alliance. Other organizations that the group has identified to invite to the council include: NC IDEA, Downtown Durham Inc, Greater Durham Black Chamber of Commerce, Triangle ArtWorks, United Minorities Contract Association, Hispanic Contractors Association, Military Business Center, Resilient Ventures, Bunker Labs, and a representative of the Apprenticeship Program at the North Carolina Community College System.

Adapting E3D's current program structure to a human-centered and more financially sustainable approach more effectively equips and supports local organizations to build a densely connected ecosystem, in which they feel a sense of ownership and agency. A detailed Timeline and Key Milestones are listed on page 12.

Discovery Phase (Q1-Q2) | Asset Mapping & Assessment

Through our tested suite of assessment tools, we will generate a 360-degree view of equitable access to entrepreneurship in Durham County. Using our codified research tools and E3 Scorecard, as well as Census Bureau data, we will derive and publish an Economic Inclusion Indicator Dashboard with ecosystem metrics to monitor progress over time.

Design Phase (Q3) | Alignment

With data gathered in Discovery, Forward Cities will facilitate ecosystem discussion to identify and integrate recommendations for the current E3D program structure. This will inform topics for Educational Training workshop topics, Cohort Accelerators,



partnerships, and E3 Alliance capacity building. Alliance partners and non-partners will be able to respond to RFPs/RFQs.

Delivery Phase (Q4-Q8) | Action & Amplification

The Delivery phase includes program implementation, storytelling, and continuous improvement. Navigation and E3 Alliance stipends will continue, and Venture Studio opportunities will open to existing and new E3D clients.

Targeted Small Business Support for Qualifying Small Businesses

Outreach | Two E3D Navigators will be representative of and possess the lived experience of and cultural empathy with the program's priority demographics. At least one Navigator will be bilingual and of Hispanic descent. In-person outreach will take place through three core channels:

- **Partners** - through aligned entrepreneurial support organizations, government partners, and aligned entrepreneurial/business community events via an established lateral entry intake process
- **Online** - through Forward Cities/E3 Durham website, social media channels, and e-newsletters
- **Civic** - through attendance at local community, entrepreneurial, and culturally and racially heterogeneous church events, plus presence at libraries, festivals, and higher educational institutions

Enrollment | Clients referred via outreach efforts or by partner organizations will enroll in one of two ways: (1) via appointment at the E3D Venture Studio located in downtown Durham, or 2) online via the E3D webpage. Spanish translation is available for both. Once the intake process is completed, the client will meet with a navigator, who will help them set a launch or growth plan and connect with support services and resources to meet their unique needs. The assigned navigator will schedule bimonthly check-ins. Enrolled clients receive biweekly "E3 Exclusive" emails about upcoming activities and opportunities in the ecosystem.

Support | Clients will be assessed and onboarded to one or more of the following program tracks based on Navigator assessment.

- Networking/Workshops - All clients will be encouraged to attend E3D's monthly networking and education event held in downtown Durham. The convening provides a shared space for peer networking, education, and a low-pressure introduction to local service providers. To support accessibility, this catered event is held during evening hours.
- Educational Training - Topical workshops are held in-person during the monthly networking/workshop events. Topics are set based on ongoing analysis of client intake forms and navigation sessions.



- Personalized Business Counseling - Free one-on-one business counseling with one or more entrepreneurial support providers covering topics such as the lean business canvas, business formation (paperwork), and basic capital readiness support in the business establishment phase. Referrals will match provider expertise to client needs. In addition to their work with clients to prioritize their needs and connect them to resources, the E3 Durham Business Navigator will also commit 25% of their time (40 hours/month) to providing subsidized counseling to backfill the free counseling gap that currently exists in the ecosystem.
- Cohort Accelerators - Custom group-learning cohorts for specific stages/sectors and/or for existing businesses seeking to grow or scale their businesses. RFPs/RFQs will be issued to select qualified cohort trainers based on expertise. Cohorts will convene at the E3D Venture Studio. One accelerator has already been determined and will be made available based on a matching grant from NC IDEA. The LevTech Accelerator is designed to equip existing business owners with the knowledge and skills required to add and/or more effectively leverage technology to scale or grow their business.
- IceHouse Entrepreneurial Mindset Training - NC IDEA is also providing in-kind support for the offering of an annual IceHouse Entrepreneurial Mindset program.
- Partner Programs - Additionally, E3D will actively partner with and promote other individualized or cohort programs and events offered by Knox St. Studios, Echo, the Durham County Library, and other ecosystem partners.

Learn to Earn | We have observed in the past two years that a major barrier for many clients is a lack of funds for quality start-up services needed to launch their business. On the other hand, service providers often cite lack of entrepreneur business knowledge as a barrier. Utilizing an innovative ‘learn to earn’ model, active clients will gain access to **free (subsidized)** technical assistance and professional services provided by a B2B Venture Studio team coordinated from entrepreneur and community centered spaces within the ecosystem. Clients will be ‘awarded’ credits based on hours engaged in designated E3D program activities that can be redeemed for E3 Venture Studio Services or related purchases to be procured by Forward Cities. A minimum of 100 clients can ‘earn’ professional services and coworking amenities valued at up to \$2,750 over the grant period. Forward Cities will contract expert services providers on a prorated basis to make available services.

Venture Studio Services/Purchases

Speciality Consulting <i>Beyond the scope and/or expertise of personalized counseling</i>	Speciality Technical Assistance/Service	Purchases
Capital access/applications Business plan refinement Sector-specific consulting MWBE certifications Market analysis Procurement/Contracts Legacy/Succession Planning Technology consultant	Logo and Brand Development Website Development E-Commerce Accounting Taxes Legal Software technical assistance Technology integration (e.g. AI)	Software Coworking space membership Membership organizations



*Additional E3 Alliance partner program vouchers and discounts TBD based on Alliance members programmatic activities

To ensure equitable payment for speciality business consultants, all support providers will be paid at the same hourly rate for 1-1 consulting hours. For every hour in 1-1 sessions, speciality business consultants are expected to spend 1 hour coordinating with the client to schedule the session, preparing for the session, and documenting the interaction in Sourcelink. Potential speciality business consultant providers will be invited to participate in E3 Durham via an open *request for qualifications*.

For speciality technical service providers, the amount of time they spend in 1-1 sessions with the client may be significantly less than what they spend developing a product for a client and is highly dependent on the service being provided. Potential speciality consultant providers will be invited to participate in E3 Durham via an open *request for proposals*. Service providers will be asked to develop a menu of services at three package rates: \$250, \$500, \$1,000.

The program team will also develop and integrate a plan to award a limited number of retroactive credits for program participants who have tracked counseling hours and Pull-Up @ Provident attendance from the SBA Navigator phase of E3 Durham, allowing them to qualify more quickly for Venture Studio Service Credit packages.

Preliminary* Learn-to-Earn Program Structure

Engagement Level	Venture Studio Service/Product Credits
Explorer (10 hours) Typically achievable with about 2 months of active engagement	\$250
Trailblazer (25 hours) Typically achievable with about 2-5 months of active engagement	\$500
Innovator (50 hours) Typically achievable with about 5-8 months of active engagement	\$1,000

*Program structure to be finalized in Q1 and updated based on findings from the discovery phase.

Example (10 hours):

- 2 Navigator sessions - 2 hours
- 2 monthly networking/workshops events - 6 hours
- 2 TA/counseling sessions - 2 hours



Program Impact & Evaluation

All organizations serving small business owners and aspiring entrepreneurs using Durham County ARPA funds will be required to use the Sourcelink client relationship management platform to document interactions with clients. Documented activities in Sourcelink will be used to prorate quarterly payment to E3 Alliance partners and monthly payments to Venture Studio service providers. The past two years of data related to the small business support metrics are already stored in Sourcelink. For the E3D Program, we set the following goals for program impact.

Targeted Small Business Support | Impact Goals (24 months)

- 1,000 1-1 business counseling hours delivered
- 250 new clients enrolled in the E3D system
- 200 clients trained in workshops or cohort programs
- 100 hours of workshops/cohort programming delivered
- 40 Venture Studio Services packages delivered
- 20 clients contract Venture Studio service providers beyond 'earned' service hours
- 10 clients continue/get coworking membership beyond 'earned' months
- Monthly networking/workshop events with an average of 40 attendees
- 25 new businesses formed
- 75% of clients from MWBE
- 50 clients attaining certification as MWBE as needed for government procurement
- \$200,000 in business loans
- \$200,000 in business grants
- 10 new business owners will transition from employment (PT or FT) to FT entrepreneurship
- 100 new part time and full time jobs created
- 20% revenue growth on average across enrolled entrepreneurs

Entrepreneurial Support System | Impact Goals (24 months)

- Form an E3 Alliance of 8-10 local ecosystem leaders to support ecosystem assessment, facilitate participation and collaboration on the development of an ecosystem strategy
- Engage over 150 MWBE owners in the ecosystem assessment
- Engage at least 25 entrepreneur support organizations in the ecosystem assessment
- Publish a resource guide that summarizes the range of service providers and services for aspiring entrepreneurs and small business owners available in Durham
- Publish a strategic plan that highlights the strengths and opportunities in the Durham Ecosystem
- E3 Alliance members will attend at least 75% of council meetings for the duration of the project.
- After 1 year of serving on the E3 Alliance, at least 75% of members will report an increase in collaboration across the ecosystem.



Program Evaluation and Quarterly Program Reports

After each quarter, the E3 Durham team will submit an impact report and an update on key milestones completed. The report will include the following metrics:

- Number of new clients enrolled
- Overall and by contractor
 - Number of 1-1 business counseling hours delivered
 - Number of Venture Studios packages delivered
 - Number clients trained in workshops or cohort programs
 - Number of hours of workshops/cohort programming delivered
- Contractor agreement summary (organization names and amount of contract)
- Client sociodemographics (race, ethnicity, and gender)

On a rolling basis, we will conduct client follow ups with program participants who have been engaged in the program for one year. We will add these supplement the quarterly program reports with Impact Reports starting in Q5:

- Number of new businesses formed
- Number of businesses receiving MWBE certifications
- Number of new businesses formed
- Number of clients contracting Venture Studio service providers beyond 'earned' service hours
- Number of clients continue/get coworking membership beyond 'earned' months
- Business loans approved
- Business grants approved
- Number of business owners will transition from employment (PT or FT) to FT entrepreneurship
- Number part time and full time jobs created
- Average revenue growth

Program Team

It takes a community to support an entrepreneur. The comprehensive scope of work will be provided by a network of Forward Cities staff, local contractors, and E3 Alliance members.

Forward Cities Team

Forward Cities (FC) staff will provide high-level executive strategy and oversight, mid-level topical expertise, and direct project leadership. Forward Cities leadership and staff proudly reflects the community we serve: 83% of staff have entrepreneurial experience and 67% identify as people of color, including our President & CEO, a Black woman entrepreneur and NC native.

Program Director - TBD | 100% FTE

As with all place-based FC engagements, we will hire a new full-time employee that has existing deep relationships and trust within the Durham/Durham County entrepreneurial



ecosystem. That individual will also have demonstrated experience in business development and support, business/alternative capital, procurement, business certification, program management, and community organizing. This role will provide day-to-day leadership and operational guidance of the engagement; this includes the execution of the support system development process, program reporting, E3 Alliance coordination, contractor management, and event facilitation. The Program Director will supervise the Navigators.

Business Navigator - TBD | 100% FTE

As with all place-based FC engagements, we will hire a new full-time employee that has existing deep relationships and trust within the Durham/Durham County entrepreneurial ecosystem. Responsibilities include: completing client intake and referrals, assigned business counseling totaling up to 25% of their time (10 hours/week), monitoring client records to ensure timely services are provided and all interested clients are served, collaborating with E3 Alliance members and contractors to coordinate services, conducting outreach and client recruitment, and continually identifying new resources and opportunities for the benefit of entrepreneurs. In addition, the business navigator will lead the development of the digital ecosystem platform and support event facilitation.

Bilingual Business Navigator - Santiago Ramos | PT

Santiago Ramos currently serves as E3D's Bilingual Outreach & Navigation contractor. He has existing deep relationships and trust within the ecosystem and prioritizes Hispanic and Spanish-language communities. Responsibilities for the newly created PT role will include: completing client intake and referrals, monitoring client records to ensure timely services are provided and all interested clients are served, collaborating with E3 Alliance members and contractors to coordinate services, conducting outreach and client recruitment, and continually identifying new resources and opportunities for the benefit of Hispanic and/or Spanish speaking entrepreneurs. Additional responsibilities include business counseling up to 20% of their time (2-4 hours/week), supporting event facilitation, and providing translation services for collateral and events.

President & CEO - Fay Horwitt | 30% FTE

Fay oversees organizational strategy, serves as the executive lead of the E3D and is a sought-after presenter and thought leader on entrepreneurial ecosystem building and equitable entrepreneurship. Fay developed the E3D framework, will lead program strategy and fund development efforts, provide ongoing programmatic guidance for FC's E3D team, and develop and deliver ecosystem building curriculum. She also leads national partnerships and will uplift the profile of the E3D across the state and country through speaking engagements and other national platforms.



Senior Director of Impact & Evaluation - Stacey Williams | 15% FTE

Dr. Stacey Williams has developed and will oversee the reporting of the program's evidence- and data-based goals, including outputs and outcomes. She will also manage the SourceLink partnership and lead development of program and entrepreneur surveys. Dr. Williams brings nearly 15 years of public health research experience. Through the use of existing data and primary data collection tools, she works with the team to generate actionable information for informing local efforts to increase equity.

Research Assistant | Contract

FC will contract a Research Assistant to support research and evaluation activities. Responsibilities will include program reporting/tracking, SourceLink management, survey deployment, data management, and additional research related tasks.

Director of Marketing & Communications - Nutishia Lee | 35% FTE

Nutishia earned her B.A. in Visual Arts and Evolutionary Anthropology from Duke University. She is an experienced graphic designer, full-stack developer, and illustrator with experience communicating complex concepts and details in engaging and accessible ways. Nutishia will lead marketing, press and public relations, and social media strategies. Responsibilities include preparing client and community newsletters, managing and tracking social media and newsletter distribution, and website content.

Sr. Director of Programs- Magalie Yacinthe | 35% FTE

Magalie, an alumna of Florida Agricultural & Mechanical University, was born in Nassau Bahamas, raised in Miami FL, and is one of five daughters to Haitian parents. As the Sr. Dir. of Programs, she leads the execution and delivery of Forward Cities' equitable entrepreneurial ecosystem building solutions and learning engagements. Leveraging a depth and breadth of experience in entrepreneurial support and resource development, as well as best practices for diversity, equity, and inclusion. For the E3D initiative, Magalie will oversee ecosystem development activities including E3 Alliance coordination and capacity building, ecosystem assessment support, and the Knox St. Studio partnership relations. In addition, Magalie will serve as the Durham County program liaison and directly manage the E3D Program Director.

Partnership & Fund Development

Regional/National Partners

As a national leader in the field of entrepreneurial ecosystem building, Forward Cities will seek to leverage existing and develop new partnerships with other national entrepreneurship and ecosystem building field service providers for the benefit of the E3D initiative. Benefits may include, but would not be limited to: funding, sponsorships, workshop guest speakers, curriculum, community/data benchmarking, service provider promising practices, digital tools,



learning opportunities, membership discounts, and conference discounts. Current partnerships include EcoMap Technologies, Startup Champions Network, International Network of Business Incubators and Accelerators (InBIA), Ecosystem Building Leadership Network, Co.Starters, Urban Manufacturing Institute, Triangle ESO Network, Black Innovation Alliance, and the Ewing Marion Kauffman Foundation. As Forward Cities launches its emergent national action-learning networks (E3 Nation and Black Wall Street Forward), members of the E3 Alliance will be included in cross-community learning opportunities as an existing Forward Cities engagement. That membership constitutes an in-kind match from Forward Cities of \$40K.

Matching Funds

The total amount of matching funding as of now is \$190,000. If awarded this grant, there would be an ongoing effort to secure additional funding in alignment with initiative goals.

Supporting & Sustainable Funding

With strong public and practice ecosystem partners, Forward Cities leveraged our prominence as a national ecosystem building expert to bring \$1M of federal investment into North Carolina, specifically Durham County. We are positioned to build on the past two years of work and investment. Through service delivery and data capture, we have emerged a set of key preliminary understandings about Durham County entrepreneur needs. This foundational work, including time spent developing relationships and trust, informs the design and goals of E3D, essentially providing a two-year head start and opportunity to maximize ARPA funding impact.

As an SBA Navigator Program awardee, Forward Cities is in a unique position to qualify for follow-on federal funding should it become available. At this time, it is unclear (1) when Congress will approve the Federal Budget, (2) if there will be changes to the amount allocated to the CNPP in the President's budget, (3) who will be eligible, and (4) if the SBA will still consider CNPP a pilot program or if it will become a semi-permanent fixture alongside the Small Business Development Centers, Women's Business Centers, and other key SBA resources.

We are dedicating staff time toward proactive fund development throughout the engagement. These efforts include the exploration of potential grants, awards, sponsorships, and donations. We currently await notification regarding \$100,000 in grant applications. A refreshed and compelling vision will support local and regional fundraising efforts.

As with all Forward Cities ecosystem engagements, one of our core values is the decentralization of power (and thus, funding) for the work. As an ecosystem 'hub,' we position ourselves to serve in the role of capacity builder for organizations within the ecosystem. The primary goal is to temporarily catalyze ecosystem assessment, design, and development in order to build a strong and sustainable infrastructure - as well as to identify and remove as many barriers as possible for underrepresented entrepreneurs. By taking on this systems-level role, Forward Cities lifts that burden from direct service providers so they can focus on what they do best - serving entrepreneurs. The funding structure of the E3 Alliance and Cohort



Accelerators also provides these organizations with funding and capacity building that will equip them to continue to remain sustainable.

Timeline & Key Milestones

Q1

- Open RFQ for business counseling and RFP for specialty technical assistance needs identified during SBA-funded program
- Re-start subsidized client counseling services for existing clients
- Re-start monthly Pull up at Provident
- Hire/transition staff to core program roles and conduct onboarding
- Host ecosystem-wide gathering to introduce project
- Open Entrepreneur Support Organization (ESO) Survey
- Launch E3 Alliance and capacity building series
- Design and codify Venture Studio (learn to earn) framework

Q2

- Submit the first quarterly program report to County
- Open program enrollment for Durham-based entrepreneurs and small business owners
- Launch Venture Studio program
- Launch E3 Alliance digital communication platform
- Open program enrollment for Durham-based entrepreneurs and small business owners
- Publish results of ESO survey including, capital resources and asset mapping
- Host E3 Scorecard sessions with the Alliance

Q3

- Publish results of E3 Scorecard
- Launch capital access qualification/matching and procurement readiness tools
- Publish executive summary of needs and assets from assessment (360-degree view)
- Host E3 Alliance ecosystem strategic design session

Q4

- Share draft strategic plan and share with Alliance and other partners
- Share draft strategic plan with public for community feedback
- Launch first set of E3D-specific cohort programs (e.g., Icehouse Training & LevTech)
- Host public hearing for strategic design session
- Launch fund sustainability and fund development strategy
- Open modified RFQ for business counselors and RFP specialty technical assistance based on findings from discovery stage.



Q5

- Complete 1 year follow up survey for Alliance members
- Open 1 year follow up survey for clients
- Launch second round of E3D-specific cohort programs (e.g., Icehouse Training & LevTech)
- Finalize ecosystem strategic plan and publish online
- Begin integration of new ecosystem strategic plan

Q6

- Continue integration of ecosystem strategic plan

Q7

- Develop continuum of care plans for (1) business support services programming and (2) ecosystem development strategies based on status of sustainability funding

Q8

- Implement continuum of care plans for (1) business support services programming and (2) ecosystem development strategies based on status of sustainability funding

Grant Management

Payment of Funds: Durham County agrees to pay Forward Cities for anticipated quarterly costs to be incurred and paid by Forward Cities in accordance with the Approved Budget and for the performance of the Scope of Work under this Agreement in an amount not to exceed \$1,500,000 ("Total Agreement Funds"). The initial payment will include projected expenses for the first three months of the award period, as well as fifty percent (50%) of the projected expenses for the second three months of the award period. Starting at the six month point in the award period, subsequent payments will occur for projected expenses for each three month period.

Financial and Other Reports: Forward Cities shall submit to Durham County such reports and back-up data as may be required by the Federal Government or Durham County, including such reports which enable Durham County to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time.

Quarterly Financial Reports - By the 15th of the month following the end of the quarter.

Quarterly Report Reviews - June 30 (Q1); September 30(Q2); December 31(Q3); March 30 (Q4)

Desk Reviews - Annually (or more frequently if requested by either Party)

Onsite Review - Upon request of either party

Annual Audit Review - If necessary, upon request



BUDGET PROPOSAL

A two-year budget summary is included below. We have attached a supplementary budget document that breaks down anticipated costs by year.

Durham County Government - ARPA Nonprofit Grant Award Amended Budget		
Expenses	Notes/Explanations	Total Requested Amount (2 year)
Personnel	Name/type of position, salary, benefits, other compensation	
E3D Core Program Staff		
<i>Program Director</i> (100% FTE)	TBD	Salary: \$132,800 Fringe: \$27,200
<i>Business Navigator</i> (100% FTE)	TBD	Salary: \$99,600 Fringe: \$20,400
<i>Bilingual Outreach Coordinator & Navigator</i> (PTE)	Santiago Ramos	PT Salary: \$50,000
<i>Research Assistant</i> (contract)	TBD	\$48,000
Ecosystem, Program Operations and Sustainability Staff		
<i>President & CEO</i> (30% FTE)	Fay Horwitt	Salary: \$78,823 Fringe: \$16,144
<i>Sr. Dir. of Programs</i> (35% FTE)	Magalie Yacinthe	Salary: \$53,452 Fringe: \$10,948
<i>Sr. Dir. of Impact & Assessment</i> (15% FTE)	Dr. Stacey Williams	Salary: \$24,651 Fringe: \$5,049
<i>Dir. of Marketing & Communications</i> (35% FTE)	Nutishia Lee	Salary: \$47,642 Fringe: \$9,758
	Personnel Sub-Total	\$624,468



Program Costs		
<i>Space and Convening Costs</i>	Venture Studio Office & Classroom Rental	\$108,000
	Ecosystem Event Space Rental	\$12,000
	Co-working Space Memberships for Clients	\$27,000
	Office Supplies, Technology, and Furnishings	\$30,000
	Catering for Monthly Events	\$25,000
	Misc. Convening Expenses	\$3,000
<i>Community Outreach and Advertising Materials</i>	Outreach supplies and branded merchandise	\$8,000
	Program advertising	\$10,000
	Local Travel	\$2,000
<i>Software</i>	Program Software, eg. Sourcelink, Qualtrics	\$34,000
	Community/Directory Platforms	\$40,000
<i>Stipends, Incentives and Awards</i>	E3 Durham Alliance Stipends (10 members)	\$100,000
	Survey Incentives (gift cards)	\$12,000
	- ESO Survey (est. 40 participants)	
	- Entrepreneur Follow-Up Survey (est. 200 entrepreneurs)	
<i>TA Service Provider Compensation</i>	Cohort Programs	\$30,000
	Venture Studio Services (Providers selected via RFP; breakdown by provider type	\$310,000
	- Business Coaching	
	- Software / AI Development Support	
	- Marketing/Design/Web Development	
	- E-Commerce	
	- Professional Services (eg. accounting, etc. management, tax, insurance, legal)	
	Program Cost Subtotal	\$751,000
Indirect Costs		
<i>Indirect Costs</i>	9% of Total Cost	\$124,532
Total Program Expenses (ARPA Request)		\$1,500,000



Revenues	Notes/Explanation	Total Program Funds
ARPA Funding Request for Proposed Project		
<i>ARPA Funds</i>	Amount requested from Durham County	\$1,500,000
Other Revenues Planned to Support Proposed Project		
	NC IDEA (matching contribution, contingent upon ARPA funding) LevTech accelerator IceHouse Entrepreneurship	\$150,000
	Forward Cities (in-kind, contingent upon ARPA funding) Inclusion in National Learning Network beginning in 2025 (contingent upon third party funding)	\$20,000
Total Pending Program Revenues		\$1,670,000

Exhibit D: Lobbying Certification

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

Fay Horwitt

5770880A5FD4AF
Signature of SUBRECIPIENT's Authorized Official

Fay Horwitt President & CEO, Forward Cities

Name and Title of SUBRECIPIENT's Authorized Official

4/10/2024 | 12:12 PM PDT

Date

Exhibit E: Key Personnel

COUNTY INFORMATION	
Administrative Address:	COUNTY of Durham, 7 th Floor, 201 East Main St., Durham, NC 27701
Invoice Address:	COUNTY of Durham, 7 th Floor, 201 East Main St., Durham, NC 27701
Project Manager Name:	Claudia Hager
Project Manager Title:	Deputy County Manager
Project Manager Email:	chager@dconc.gov
Project Manager Phone:	919-560-0004
Fiscal Officer Name:	Tiffany Murray
Fiscal Officer Title:	Chief Finance Officer
Fiscal Officer Email:	tmurray@dconc.gov
Fiscal Officer Telephone:	(919) 560-0039
SUBRECIPIENT INFORMATION	
Administrative Address:	
Invoice Address:	
Project Manager Name:	
Project Manager Title:	
Project Manager Email:	
Project Manager Telephone:	
Fiscal Officer Name:	
Fiscal Officer Title:	
Fiscal Officer Email:	
Fiscal Officer Telephone:	