

AGREEMENT FOR COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

THIS AGREEMENT made and entered into the 18th day of November, 2024 by and between the City of Hendersonville, a body politic and corporate, whose address is 160 6th Avenue East, Hendersonville, NC 28792 hereinafter referred to as the "City" and iParametrics, LLC, a limited liability corporation organized and existing under the laws of Georgia, whose principal address is 6515 Shiloh Road, Suite 200 Alpharetta, GA 30005, hereinafter referred to as the "CONTRACTOR". The City and the CONTRACTOR are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, on or about October 10, 2024, Henderson County issued a request for proposals entitled "Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services," hereinafter "RFP", pursuant to 2 CFR 200.320(a)(b)(2) Proposals; and

WHEREAS, the RFP by its terms was issued on behalf of certain activating parties, in addition to Henderson County, allowing the named activating parties to participate with the successful proposer chosen by Henderson County at the election of the activating party; and

WHEREAS, iParametrics, LLC, was the successful proposer identified by Henderson County as the proposer submitting the proposal that was most advantageous to the County and the activating parties; and

WHEREAS, the City, as a named activating party under the RFP, has determined that activating a contract with iParametrics, LLC, is most advantageous to the City, and therefore the City desires to retain the CONTRACTOR to provide Comprehensive Disaster Recovery Management ("Services"), hereinafter referred to as the "Scope of Work,"; and

WHEREAS, the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions contained herein; and

WHEREAS, the CONTRACTOR hereby represents to the City that it is competent and otherwise able to provide the Services in a skillful and workmanlike manner at the level customary for professionals and individuals skilled in the CONTRACTOR'S field;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The CONTRACTOR agrees to provide and coordinate the provision of Services within the Scope of Work and any related task assignment. Work performed shall be pursuant to task orders (sometimes referred to in this Agreement as "task assignments", issued by CONTRACTOR in writing, and approved by the City in writing. Such task orders shall include a period of performance as to when the work delineated in the task order shall be completed. To this end, all work performed shall be approved by the City in advance pursuant to the issuance and approval of task orders as delineated in this Section 1, subsection (a).

(b) The recitals herein are incorporated by reference and constitute a material part of this Agreement

upon which the Parties have relied.

(c) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

(d) The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

(e) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing an employment relationship between the Parties, (including, but not limited to, CONTRACTOR'S officers, employees, and agents). The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(f) No claim for Services furnished by the CONTRACTOR not specifically provided for herein or in a task assignment shall be honored by the City.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform and with its own equipment and assets, the services identified in the Request for Proposals and Addendums dated October 10, 2024, issued by Henderson County, entitled "Henderson County Government Request for Proposals; Comprehensive Disaster Recovery Management Services, to include but are not limited to services related to: FEMA Public Assistance (PA) Programs, FEMA 404 and 406 Hazard Mitigation Grant Program (HMGP) Programs, Financial and Grant Management Support, HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services, Information Technology, Data Management and Reporting Support, Cost Recovery Plan Development and Implementation and Emergency Operations Center and Joint Field Office Staff Augmentation. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the Services. Task Assignments or Task Orders.

SECTION 3: CITY RIGHTS AND RESPONSIBILITIES.

(a) The City shall reasonably cooperate with the CONTRACTOR in a timely fashion so as to facilitate CONTRACTOR'S obligation in providing the Services.

(b) The City shall designate a City representative to oversee, administer, review and coordinate the provision of Services.

(c) The City shall make City personnel available where, in the City's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the City.

(d) The City shall transmit instructions, relevant information, and provide interpretation and definition of City policies and decisions with respect to any and all materials and other matters pertinent to the Services.

(e) The City shall give written notice to the CONTRACTOR whenever the City's designated representative knows of a development that affects the Services provided and performed under this Agreement, timing of the CONTRACTOR's provision of Services, or a defect or change necessary in the Services of the

CONTRACTOR.

(f) The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

(g) The failure of the City to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(h) Neither the City's review, approval or acceptance of, nor payment for, any of the Services provided by CONTRACTOR shall be construed to operate as a waiver of any rights under this Agreement and the CONTRACTOR shall be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the CONTRACTOR's negligent provision or performance of any of the Services provided under this Agreement.

(i) All deliverable analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's Services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the City as such services are paid for by the City.

SECTION 4: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each task assignment provided by CONTRACTOR within the Scope of Work according to the schedule of charges as set forth herein in Appendix A.

(b) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth in each individual task order

SECTION 5: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the City and without disputable items, which are received by the City, will be processed for payment within thirty (30) days of receipt by the City. Non-disputed charges shall be processed for payment by the City without delay.

(b) The CONTRACTOR will be reasonably notified of any disputable items contained in invoices submitted by the CONTRACTOR with an explanation of the deficiencies.

(c) The City and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR 's invoices.

(d) Each invoice shall reference this Agreement, the appropriate task assignment provided within the Scope of Work, if applicable, and the relevant billing period.

(e) Invoices shall be forwarded by CONTRACTOR to: The City of Hendersonville

Krystal Powell, Acting Finance Director
Kpowell@hvl.nc.gov

SECTION 6: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of Services, within 48 hours after execution of

this Agreement by the City, upon the execution of a task assignment under the Scope of Work by the City.

(b) The CONTRACTOR and the City agree to make every effort to adhere to the schedules required by the City or as established for the various task assignments made under the Scope of Work. However, if the CONTRACTOR is delayed at any time in the provision of Services by any act or omission of the City, or of any of its employees, tumult of the City, or by any other contractor employed by the City, or by changes ordered by the City, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's reasonable control which would not reasonably be expected to occur in connection with or during performance or provision of the Services, or by delay authorized by the City pending a decision, or by any cause which the City shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the City may decide. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 7: TERM/LENGTH OF AGREEMENT.

(a) This Agreement shall remain in full force for the length of time as necessary to complete the necessary FEMA and grant funded projects associated with the City's response and recovery from Tropical System Helene. This includes project scopes as identified in Section 2 (a) and any associated reviews and audits by State or Federal Authorities.

SECTION 8: DESIGNATED REPRESENTATIVES.

(a) The City designates Krystal Powell, ^{Acting} Finance Director or his designated representative, to represent the City in all matters pertaining to and arising from the work and the performance of this Agreement; and the CONTRACTOR designates Jeffrey Stevens Vice President, Emergency Management or his designated representative, to represent the CONTRACTOR in all matters pertaining to and arising from the work and performance of the Agreement.

(b) Krystal Powell, ^{Acting} Finance Director, as the City representative hereunder, or his/her designated representative, shall have the following responsibilities:

(1) Identification and examination of all Services to be performed and all Services that were performed and rendered, in writing, decisions indicating the City's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the City's official representative knows of a defect or change necessary in the task assignments under the Scope of Work; and

(4) Coordinating and assigning in the managing of the CONTRACTOR's preparation of any necessary applications to governmental bodies, and to arrange for submission of such applications.

SECTION 9: TERMINATION BY THE CITY FOR CAUSE.

(a) The City may terminate this Agreement or any task assignment under the Scope of Work for convenience at any time during the term of this Agreement OR for any one (1) or more of the reasons as follows:

(1) If, in the City's opinion, adequate progress to be provided under a task assignment under the Scope of Work is not being made by the CONTRACTOR; or

(2) If, in the City's opinion, the quality of the Services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the City, and the requirements of federal and/or state regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the City; or

(3) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(4) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of federal, state or local law or any provision of the City's Code of Conduct, including, but not limited to, being debarred from any governmental work, with or without due process.

(b) In the event of any of the causes described in this Section being manifest, the City's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any work order for task assignments under the Scope of Work should not be terminated. If assurance satisfactory solely to the City of corrective measures to be made within a reasonable time is not given to the City within seven (7) calendar days of the date of the letter, the City may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement for cause, including any task assignment(s) under the Scope of Work in progress under this Agreement.

(c) In the event that the City determines that the CONTRACTOR is in default, the City may elect to terminate this Agreement for convenience, rather than for cause, without any recourse or remedy by the CONTRACTOR. The thirty (30) days notice required by Section 11, shall not apply in this circumstance where the City has determined that the CONTRACTOR is in default under subsection (b) of this Section 9, but the City elects to terminate this Agreement for convenience instead.

SECTION 10: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the City fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a) hereof, the CONTRACTOR shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the City of said show cause notice, then the CONTRACTOR may consider the City to be in default and may immediately terminate this Agreement.

SECTION 11: TERMINATION OR SUSPENSION OF THE AGREEMENT BY THE CITY FOR CONVENIENCE (WITHOUT CAUSE).

(a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to

terminate this Agreement in its entirety, or in part as to any specific task assignment, for convenience and without cause upon thirty (30) days written notice. Notice shall be served to the parties as specified in the Agreement.

- In the event that this Agreement is terminated in whole or in part under this Section 11, the City shall identify any specific task assignment(s) under the Scope of Work being terminated and any specific task assignment(s) under the Scope of Work to be continued to completion pursuant to the provisions of this Agreement.
- This Agreement will remain in full force and effect as to all authorized task assignment(s) under the Scope of Work that is/are to be continued to completion.

(b) At any time, the City may suspend Contractor's performance on this Agreement in its entirety, or in part as to any specific task assignment, for convenience and without any prior notice to the CONTRACTOR, provided such suspension shall be temporary, and shall not exceed thirty (30) consecutive calendar days duration.

- In the event the City wishes to suspend CONTRACTOR'S performance for longer than a thirty (30) day period, the City shall comply with the notice provisions of Section 11, subsection (a).
- In the event this Agreement is suspended in its entirety for more than one hundred twenty (120) consecutive calendar days, CONTRACTOR may terminate this Agreement, with CONTRACTOR'S only recourse or remedy against the City being payment for all work performed up to the effective date of termination or suspension.

SECTION 12: PAYMENT IN THE EVENT OF TERMINATION OR SUSPENSION BY THE CITY.

(a) In the event of a termination for convenience under Section 9 or 11, or a suspension of performance under Section 11 by the City, CONTRACTOR shall be paid for all work performed up to the effective date of termination or suspension. Nothing in this Section 12, however, shall be deemed to authorize the CONTRACTOR to work beyond the limits imposed by Section 13 below.

SECTION 13: ACTION FOLLOWING TERMINATION OR SUSPENSION BY THE CITY.

(a) Upon being notified by the City that the City is electing to suspend all or part of the CONTRACTOR'S performance under this Agreement for thirty (30) days or less, the CONTRACTOR shall promptly discontinue the provision of all Services under the Agreement if CONTRACTOR'S performance is suspended in whole, or shall discontinue the provision of Services under the particular task order(s) suspended if the City suspends CONTRACTOR'S performance in part, unless the notice provides otherwise.

(b) Upon being notified by the City that the City is electing to terminate all or part of this Agreement, or to suspend all or part of the CONTRACTOR'S performance under this Agreement, for more than thirty (30) days, the CONTRACTOR shall bring the affected Services to a reasonable and logical stopping point during the thirty (30) day notice period required to be given by the City, unless the City's notice provides otherwise.

SECTION 14: INDEMNITY.

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal costs,

arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the negligent act, error, omission, failure to act, or willful misconduct of the CONTRACTOR, its agents, servants, officers, officials, employees.

(b) To the fullest extent permitted by law, the City, shall indemnify and hold harmless the CONTRACTOR, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, reasonable attorney's fees and other legal costs, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or part by the negligent act, error, omission, failure to act, or willful misconduct of the City, its agents, servants, officers, officials, employees.

(c) The CONTRACTOR shall submit a report to the City within forty-eight (48) hours of learning of any incident resulting in damage or which is reasonably likely to result in a claim of damage related to the provision by the Contractor of Services provided pursuant to this Agreement.

SECTION 15: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of North Carolina and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the City:

(1) Workers Compensation Insurance as required by statute, including Employers Liability, with limits of \$1,000,000 each accident; \$1,000,000 disease- policy limit; \$1,000,000 disease - each employee.

(2) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Automobile Liability Insurance with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).

(3) Umbrella Excess Liability Insurance must be form following and carried with the limits of \$10,000,000 per occurrence. Coverage is to include Additional Insured status per underlying General Liability and Automobile Liability policies.

(4) Professional Liability Practice Policy with limits of \$5,000,000 per claim and \$5,000,000 annual aggregate with a maximum deductible of \$25,000 to be paid by Subconsultant.

(b) Upon request, the CONTRACTOR shall provide Certificates of Insurance to the City evidencing that all such insurance is in effect prior to the issuance of the first task assignment under the Scope of Work from the City. These Certificates of Insurance shall become part of this Agreement. Neither approval by the City nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the City under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, or (2) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the City and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until

such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the City, the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) The CONTRACTOR shall furnish Certificate of Insurance directly to the City's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

SECTION 16: STANDARDS OF CONDUCT.

(a) The CONTRACTOR represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the City. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR agrees to comply with federal, state, and local hiring, environmental, health, and safety laws and regulations applicable to the CONTRACTOR while providing Services hereunder.

(e) The CONTRACTOR shall not engage in any action that would create a conflict of interest under State or federal law in the performance of actions of any City employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate federal, state, or local laws.

SECTION 17: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of Services under this Agreement. At all times records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The City may perform, or cause to have performed, at its own expense an audit of the records of the CONTRACTOR before or after final payment to support final payment under any task assignment performed under the Scope of Work. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the City subsequent to the close of the quarterly fiscal period in which Services are provided. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(c) In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the City within thirty (30) days of notice by the City of the request for the refund.

(d) The CONTRACTOR agrees to fully comply with all state laws relating to public records.

SECTION 18: CODES AND DESIGN STANDARDS.

(a) All Services to be provided or performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the City as provided herein and in related task assignments under the Scope of Work, and the laws of any and all federal, state and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the Services to be performed under this Agreement.

SECTION 19: SUBCONTRACTORS.

(a) Any CONTRACTOR's proposed use of subcontractors other than those included in the response to the initial solicitation shall be submitted to the City for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, state registrations, business address, occupational license, tax proof of payment, and insurance certifications.

(b) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the City under this Agreement. It being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the City with executed copies of all subcontracts.

(c) The CONTRACTOR shall reasonably cooperate at all times with the City and other City contractors and professionals.

(d) The City shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third-party beneficiaries to this Agreement.

SECTION 20: CONTROLLING LAWS VENUE

(a) This Agreement is to be governed by the laws of the State of North Carolina. The Contractor, and any subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as applicable, and shall comply with the Uniform Guidance as contained in 2 CFR Part 200, Uniform Administrative Requirements.

(b) Venue and exclusive jurisdiction for any legal proceeding related to this Agreement shall be in the appropriate North Carolina court having jurisdiction in Henderson County, North Carolina.

SECTION 21: DEBARMENT AND SUSPENSION

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As

such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 22: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the Addendum, Appendices and Exhibit(s) and task assignments under the Scope of Work, constitute the entire Agreement between the City and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Addendum, Appendices and Exhibit(s) and task assignments under the Scope of Work,, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) To the extent not in conflict with the provisions of this Agreement, the provisions contained in the proposal submitted by CONTRACTOR, attached hereto as Exhibit A, and the terms of the Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services, shall be binding on the parties hereto as part of this Agreement, all of the foregoing being considered part of this Agreement, and are incorporated herein by reference.

SECTION 23: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the City:
City of Hendersonville
Attn: Krystal Powell, ^{Acting} Finance Director
160 6th Avenue East
Hendersonville, NC 28792

For the CONTRACTOR:
iParametrics, LLC
ATTN: Jeffrey Stevens, Executive Vice President
6515 Shiloh Road

Alpharetta, GA 30005

(c) Written notice requirements of this Agreement shall be strictly construed, and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by City of such notice requirements based upon City having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein.

SECTION 24: WAIVER.

(a) The failure of the any party to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to one party by the other hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 25: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in para materia with all other provisions hereof; excepting those provisions held invalid or unenforceable.

IN WITNESS WHEREOF, the parties with their execution below, warrant and represent that this Agreement is being executed by duly authorized representatives of the parties, and that this Agreement shall be effective on the date first stated hereinabove, but only upon execution by all parties hereto and upon proper pre-audit by the City's Finance Director.

Signed:



Jeffrey Stevens
Executive Vice President
iParametrics, LLC



John F. Connet, City Manager
City of Hendersonville

Appendix A - Schedule of Charges

The following charges represent an hourly rate, inclusive of all overhead and profit, for the positions indicated. All non-labor other direct costs, including travel and lodging, will be billed at cost without markup.

Position	Hourly Rate
Project Executive	\$210
Subject Matter Expert	\$230
Senior Project Manager	\$200
Project Manager	\$180
Response/Recovery Consultant IV	\$180
Response/Recovery Consultant III	\$160
Response/Recovery Consultant II	\$140
Response/Recovery Consultant I	\$120
Administrator	\$89
Senior Subject Matter Exper	\$250

Services rendered under this Agreement may not exceed \$250,000, including all reimbursables.

CONTRACT ADDENDUM

The City of Hendersonville, hereafter the "City" anticipates that this Contract will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such Federal requirements, including any amendments made after the execution of this Contract, shall govern this Contract, unless the Federal Government determines otherwise. This Section identifies the Federal requirements that are applicable to this Contract. The Contractor is responsible for complying with all applicable provisions.

To the extent applicable, the Federal requirements are deemed incorporated into this Contract by reference and shall be incorporated into any subcontract or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with all applicable provisions of Federal, State, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the Work to be performed under this Contract. Anything to the contrary herein notwithstanding, all Federal awarding agency-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the Federal awarding agency's terms and conditions.

This Contract will be financed, in whole or in part, by funding provided by programs of the Federal Emergency Management Agency (FEMA). Contractor shall at all times comply with all applicable FEMA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

A. REMEDIES:

PERFORMANCE AND DEFAULT: If, through any cause, contractor is determined to be in default pursuant to Section 9 of the Agreement, and the City terminates the Agreement for cause, contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of The Contract, and the City may withhold any payment due the contractor for the purpose of set off until such time as the exact amount of damages due the City from such breach can be determined. The City reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from contractor without expense to the City.

In the event of default by the contractor, the City may procure the goods and services necessary to complete performance hereunder from other sources and hold the contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the contractor under The Contract, or upon the contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the contractor, the City may immediately cease doing business with the contractor, immediately terminate The Contract for cause, and may take action to debar the contractor from doing future business with the City.

B. TERMINATION FOR CONVENIENCE:

If this contract contemplates deliveries or performance over a period of time, the City may, for any reason within its sole discretion, terminate this contract at any time by providing 30 days' notice in writing from the City to the contractor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.

C. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

E. OTHER NON-DISCRIMINATION STATUTES

Contractor acknowledges that the City is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

a. 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;

b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

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

F. COMPLIANCE WITH THE DAVIS-BACON ACT- CONSTRUCTION

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

G. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

H. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

I. RIGHTS TO INVENTIONS

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

J. CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

K. FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

L. DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

M. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

N. PROCUREMENT OF RECOVERED MATERIALS

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

O. ACCESS TO RECORDS

1) The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the

Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

P. CONTRACT MODIFICATIONS

Changes To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

Q. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

R. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

S. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

T. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

U. DOMESTIC PREFERENCE CLAUSE

As appropriate and to the extent consistent with law, the City and the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." - For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

V. CONFLICT OF INTEREST/GIFTS AND FAVORS

a) Contractor understands that (1) The City will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the Conflict of Interest Policy of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

b) Contractor certifies to the City that as of the date hereof, to the best of its knowledge after

reasonable inquiry, no employee, officer, or agent of the City involved in the selection, award, or administration of this Contract (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the City in writing.

c) Contractor certifies to the City that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the City. Should Contractor obtain knowledge of the provision, or offer of the provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to the City in writing.

W. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause-

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing-

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification:

The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

X. SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b) For the purposes of Section XII(a), an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under N.C. Gen. Stat. § 143-128.4(a), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

Y. BUY AMERICA

If this project is subject to the Build America, Buy America Act (BABAA), the Contractor and its subcontractors shall certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractor and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement.

Z. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), the City encourages Contractor to adopt and enforce on-the- job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

AA. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), the City encourages Contractor to adopt and enforce policies that ban text messaging while driving.

BB. Conflicts and Interpretation

To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

CONTRACTOR:

BY: 

Name:

Jeffrey Stevens

Title:

VP/GM

CITY OF HENDERSONVILLE:

BY: 

Name:

John F. Connet

Title:

City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget & Fiscal Control Act. N.C.G.S. 159-28(a).



Finance Director

Acting

APPENDIX B

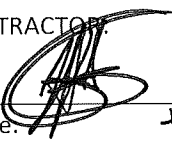
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

(1) The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The Contractor also certifies that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

CONTRACTOR:

BY: 

Name:

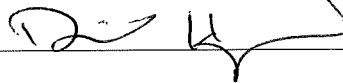
Title:

Date:

Jeffrey Stevens
EVP/GM

11/19/24

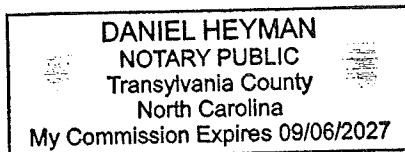
Sworn to (or affirmed) and subscribed before me this 19 day of November, 2024.



Notary Public

Print Name:

Daniel Heyman



APPENDIXC
CERTIFICATION REGARDING LOBBYING

(To be submitted with all offers exceeding \$100,000; must be executed prior to Award)

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 persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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 sub-awards at all tiers (including subcontracts, sub-grants, 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 is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into these transactions imposed by 31 U.S.C. § 1352. 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.

The Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 1352, et seq., apply to this certification and disclosure, if any.

CONTRACTOR:

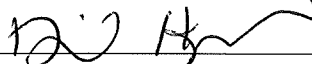
BY: 

Name: Jeffrey Stevens

Title: EVF/CM

Date: 11/19/24

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2024.


Notary Public

Print Name: Daniel Heyman

DANIEL HEYMAN
NOTARY PUBLIC
Transylvania County
North Carolina
My Commission Expires 09/06/2027

APPENDIX D
BABAA CERTIFICATION OF COMPLIANCE

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58 §§ 70901-52.

The undersigned certifies, to the best of their knowledge and belief, that:

All the iron, steel, manufactured products, and construction materials used in the contract are in full compliance with BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

CONTRACTOR:

BY:

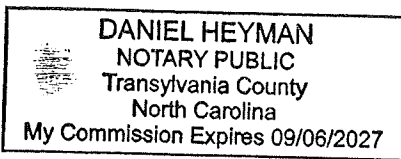
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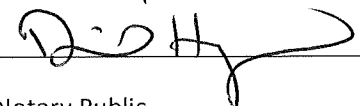
Title:

Date:


Jeffrey Stevens
EVP/GM
11/19/24

Sworn to (or affirmed) and subscribed before me this 19 day of November, 2024.




Notary Public

Print Name:

Daniel Heyman

EXHIBIT A
SCOPE OF SERVICES

Being and consisting of the proposal submitted by iParameters, LLC, in response to the Henderson County Government Request for Proposals: Comprehensive Disaster Recovery Management Services, issued October 10, 2024, said proposal being attached hereto and incorporated herein by reference.

[Attach Proposal]