



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, February 6, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC**

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	PUBLIC HEARING		
6.	PUBLIC INFORMATION		
7.	PUBLIC COMMENT		
8.	CONSENT AGENDA		
8.1.	Approval of Tax Releases and Refunds January 2023 Releases and Refunds	Pound	3 - 5
8.2.	Approval of Releases and Refunds December 2022 Releases and Refunds	Pound	7 - 9
8.3.	Approval to Accept a Donation for the Foster Care Children's Fund: \$4,695 and Budget Amendment Foster Care Donation 01212020	Stewart	11
8.4.	Resolution authorizing Pender Adult Services to submit grant app NC DOT This was initially on the January 17, 2023, agenda when a public hearing was held but did not get voted on. Resolution authorization to Adult Services to apply for NC DOT grants - Pdf	Avery/Logenbach	13 - 15
8.5.	Approval of a Purchase Order to Courthouse Computer Systems for \$40,000.00 Courthouse Computer Systems - Pdf	Willoughby	17 - 18
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9.2.	Consideration of Memorandum of Agreement with NC Division of Emergency Management to Execute the Hazard Mitigation Grant Program for Hurricane Florence Acquisition Project Consideration of Memorandum of Agreement with NC Division of Emergency Management to Execute the Hazard Mitigation Grant Program for Hurricane Florence Acquisition Project - Pdf	Adams	21 - 53

9.3.	Approval of Budget Amendment for Governor's Crime Commission 2022 Investigative Technology Tools for Digital Devices Grant in the amount of \$24,500.00. GCC grant Investigative tools - Pdf	Cutler	55 - 60
9.4.	Approval to add Schedule 003 to the Master Technology Lease Agreement with Huntington Leasing Corporation in the Amount of \$399,981 for the Lease of Sheriff's Office IT Equipment for 60 months and a PO in the amount of \$94,914 for year one (1). PC IT Infrastructure Lease 003 - Pdf	Harvey and Cutler	61 - 63
10.	DISCUSSION		
10.1.	Certified Retirement Communities Certified Retirement Communities	Proctor	65 - 85
11.	APPOINTMENTS		
11.1.	Board appointment T. Savage Appointment of T. Savage to Novant Health Pender Medical Center Board	Avery	87 - 89
11.2.	Board appointment S. Malpass Board appointment S. Malpass		91 - 93
12.	MAPLE HILL WATER AND SEWER DISTRICT		
13.	ROCKY POINT WATER AND SEWER DISTRICT		
14.	SCOTTS HILL WATER AND SEWER DISTRICT		
15.	MOORES CREEK WATER AND SEWER DISTRICT		
16.	CENTRAL PENDER WATER AND SEWER DISTRICT		
17.	PENDER COUNTY BOARD OF HEALTH		
18.	SOCIAL SERVICES BOARD		
19.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS		
20.	CLOSED SESSION (IF APPLICABLE).		
21.	ADJOURNMENT		



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: February 6, 2023
SUBJECT: Approval of Tax Releases and Refunds

SUMMARY:

Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

ACTION REQUESTED:

Staff requests that the board approves the attached list of releases and refunds for January 2023.



Pender County

Request For Board Action

DATE OF MEETING: February 6, 2023

REQUESTED BY: Justian Pound, Tax Assessor, Tax Assessor's Office

SHORT TITLE: Approval of Tax Releases and Refunds

BACKGROUND: Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	ADAMS, JASON MICHAEL	354114416	179.45	SOLD
2022	BARKER, MICHAEL RALPH	266876556	372.18	SOLD
2021	FARRIS, CASEY WILLIAM	266877510	515.71	MILTRY EXEMPT
2021	LANGE, KEVIN JAMIE	266521983	209.52	SOLD
2021	LANGE, KEVIN JAMIE	265585890	166.97	OUT OF STATE
2021	LANGE, KEVIN JAMIE	265585878	167.22	OUT OF STATE
2022	LIPFORD, JUSTIN ADAM	265473831	175.37	MILTRY EXEMPT
2021	MARSH CREEK MARINE & DRY STORAGE LLC	265474134	357.78	SOLD
2021	PIERCE, JESSE LEE	265586286	272.10	SOLD
2021	RAY, SARAH KELLI	266426100	506.83	LSTING CRCT
2022	SMITH, ANDREW GLENN	265948893	142.22	SOLD
2021	VOLLMAR, ANDREANA LINN	266842860	324.49	OUT OF STATE
2021	VOLLMAR, ANDREANA LINN	266842872	243.63	OUT OF STATE
2022	WORTHINGTON, RONALD BRENT	266603598	584.30	SOLD

TOTAL REFUNDS OVER \$100	\$4,217.77
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RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	ANDERSON, LEILA REI	266137746	19.10	SOLD
2022	CARTER, ROSA LEE	265585992	9.99	SOLD
2021	COMPTON, MICHAEL LEONARD	266522085	69.78	SOLD
2018	DUBREY, HELGA DARLENE	354728244	36.48	SITUS
2016	DUBREY, HELGA DARLENE	354728252	17.60	SITUS
2014	DUBREY, HELGA DARLENE	354728260	18.78	SITUS
2015	DUBREY, HELGA DARLENE	354728268	24.47	SITUS
2021	FONZI, SAMANTHA MARIE	265586076	42.52	SOLD
2021	GEBO, GREGORY EDWARD	265754862	51.16	SOLD
2021	LANGE, KEVIN JAMIE	265585881	43.56	OUT OF STATE
2021	MARIAS HEALTH LLC	266426622	62.55	SOLD
2021	MATHIAS, CAROLYN OWEN	266842821	82.89	SOLD
2021	MAY, RUSSELL EUGENE JR	265961364	64.86	SOLD
2021	MCLEAN, CAROL JEAN	266414691	40.03	SOLD
2021	MITCHELL, SHANNON FENE	265961223	12.76	SOLD
2022	MONTFORD, DAVID PAUL	265084635	33.86	SOLD
2020	MOREIRA, ASHLEY MARIE	265252077	26.14	MILTRY EXEMPT
2021	PANKEY, JEROME WAYNE	265252335	4.92	DESTROYED
2021	PARAMORE, MELISSA SANDERS	266414595	77.72	SOLD
2021	PEREZ, CRISTINA	354114552	14.78	SITUS
2020	PEREZ, CRISTINA	354114572	5.02	SITUS
2021	SCHECHTER, MARTIN	354340500	51.85	SITUS
2021	STRICKLAND, LARRY DEWAYNE	266414571	32.78	SOLD
2021	SUGGS, MATTHEW DEWITT	265961415	42.55	SOLD
2022	SWILLEY, JONATHAN DAVID	355470832	29.72	SITUS
2021	TATE, DANNY JOE	266414079	37.78	OUT OF STATE
2021	VANDERGRIFF, SUSAN BLANTON	265585869	48.22	SOLD
2021	WRIGHT, COLEMAN LEGRANDE	353445852	94.05	SITUS

TOTAL REFUNDS UNDER \$100	\$1,095.92
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$5,313.69
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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: February 6, 2023
SUBJECT: Approval of Releases and Refunds

SUMMARY:

Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

ACTION REQUESTED:

Staff requests that the board approves the attached list of releases and refunds for December 2022.



Pender County

Request For Board Action

DATE OF MEETING: February 6, 2023

REQUESTED BY: Justian Pound, Tax Assessor, Tax Assessor's Office

SHORT TITLE: Approval of Tax Releases and Refunds

BACKGROUND: Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2021	BEVER, DENNIS MICHAEL	350274112	151.06	SITUS
2021	BLAKE, VIRGINIA CARTER	264793737	151.89	SOLD
2022	BORMANN, ANDREW JAMES	264215046	181.11	MILTRY EXEMPT
2021	DOLAN, KELLY LYNN	264413841	380.66	OUT OF STATE
2021	DOLAN, KELLY LYNN	264413847	492.21	OUT OF STATE
2021	HODGES, JAMES BRANDON	350543916	107.02	SITUS
2021	JENKINS, ROBERT TRAVIS	264933195	629.91	SOLD
2022	JOHNSON, DONALD ROBERT	264126381	243.38	SOLD
2022	KELLEHER, DONALD LIAM	351895536	252.56	SITUS
2022	KELLEHER, DONALD LIAM	351895568	217.49	SITUS
2022	STEINKAMP, HILARY JONES	264126306	178.01	ADJSTD VALUE
2021	SURF CITY GUNS AND AMMO LLC	263514573	183.23	SOLD
2021	WHEELER, SUMELLA PITTMAN	264775599	135.80	DESTROYED

TOTAL REFUNDS OVER \$100	\$3,304.33
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RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2022	ARMISTEAD, HOWARD LACY JR	264932982	37.46	ADJSTD VALUE
2021	BASS, JENNIFR MARIE	352551800	88.39	SITUS

2021	BLACKBURN, JAMES LEE	263617326	47.55	SOLD
2021	BOYD, MICHAEL WAYNE	263910912	28.14	SOLD
2021	BRULPORT, KENNETH JOSEPH	351352604	18.87	OUT OF STATE
2022	COSTANTINO, ALLISON MARIE	353243936	69.80	SITUS
2022	COSTANTINO, SAM GABRIEL	353243932	25.49	SITUS
2022	CUTLER, GEORGE RONALD	264775314	26.65	ADJSTD VALUE
2021	DITTMAR, TIMOTHY HUGH	264413796	3.31	SOLD
2021	DOBSON, PERRY JAMES	351895824	5.68	SITUS
2021	DOBSON, PERRY JAMES	352042628	12.51	SITUS
2022	DOBSON, PERRY JAMES	352042644	4.70	SITUS
2021	DOBSON, PERRY JAMES	352042648	63.09	SITUS
2021	DOBSON, PERRY JAMES	352042652	13.83	SITUS
2021	DOLAN, KELLY LYNN	264413853	32.61	OUT OF STATE
2021	ELKINS, ALEXADRIA GRACE	264427866	43.49	SOLD
2021	FEITH, ZIO MARIE	264126321	50.80	DESTROYED
2022	GERALD, RONNIE DALE JR	264031434	38.35	MILTRY EXEMPT
2021	GREER, THOMAS BYWATER JR	263707818	11.12	SOLD
2021	GURSKY, DAVID SCOTT	263525313	76.07	SOLD
2021	HYNES, JAMES PATRICK	364427212	98.57	OUT OF STATE
2021	ICKES, ANITA ROSE	263514411	12.69	SOLD
2021	ICKES, JOSEPH FRANCIS	263514417	23.56	SOLD
2021	MCCOY, JANICE MYERS	264775281	1.11	SOLD
2021	MORSE, GEORGETTE IVA	264125907	30.42	SOLD
2022	NEAL, ALICE ANN	351881224	34.42	SITUS
2021	OGRODNIK, MARIE	264215016	61.28	SOLD
2022	OLLARI, DONALD LAWRENCE	264793038	82.76	SOLD
2021	PIERCE, MARVENA SUMNER	264125931	45.09	DESTROYED
2021	REID, MELISSA RENEE	264413811	43.86	DESTROYED
2021	ROBINSON, GAIL LENORA	264793011	41.04	SOLD
2021	SEDLAK, KELLI JEANNE	264793845	50.61	SOLD
2021	SIMMONS, TERRI JEAN	264031320	49.77	SOLD
2022	SNOWDONWAY, KAREN LEWIS	263514873	45.67	SOLD
2021	STUTZ, LARRY KENT	263108775	9.92	SOLD
2022	TEACHEY, NORWOOD KARROLL	264933174	54.28	SOLD
2021	THOMAS, DAVID PAUL	264413781	27.42	OUT OF STATE
2021	THOMPSON, WINSTON RAY	263910873	12.52	SOLD
2022	TRACY, TERRIE CARTER	263617110	95.24	SOLD
2021	TULLOCH, JOHN ALLEN	263315856	12.67	SOLD
2021	VANVIANEN, BILLY JOSEPH	262907922	99.39	MILTRY EXEMPT
2022	WHALEY, KEVIN CRAIG	264775848	29.94	SOLD
2021	WINTER, JAMIE HOUSTON	263921325	19.15	SOLD
2021	WOLFE, JOHN HENRY III	264125835	50.77	SOLD
2021	WOODARD, MARGARET WARD	264414099	76.21	DESTROYED

TOTAL REFUNDS UNDER \$100	\$1,806.27
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$5,110.60
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Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Wes Stewart
DATE: February 6, 2023
SUBJECT: Approval to Accept a Donation for the Foster Care Children's Fund:
\$4,695

SUMMARY:

The Department of Social Services is requesting approval to accept a donation in the amount of \$4,695 to the Foster care Children's Fund from Burgaw Presbyterian Church.

100087-462423

ACTION REQUESTED:

To consider approving the budget amendment to increase programmatic revenues and related expenditures for DSS Foster care by \$4695



Pender County Resolution approval

TO:	BOCC
FROM:	Longenbach
DATE:	February 6, 2023
SUBJECT:	Resolution authorizing Pender Adult Services to submit grant app NC DOT

SUMMARY:

Resolution to authorize Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the 5310-Enhanced Mobility of seniors and Individuals with Disabilities Program in Fiscal Year 2022. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution. This was discussed and a public hearing was held at the February 17th meeting, but the Board did not vote on the resolution.

ACTION REQUESTED:

Request approval of the resolution

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2024 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, *(Legal Name of Applicant)* Pender County for Pender Adult Services, Inc. (PAS-TRAN) _____ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* _____ of (*Name of Applicant's Governing Body*) _____ is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* _____ (*Certifying Official's Title*) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) _____ duly held on the _____ day of _____, _____.

Signature of Certifying Official

****Note that the authorized official, certifying official, and notary public should be three separate individuals.***

Seal Subscribed and sworn to me
(date) _____

*Notary Public **

Printed Name and Address

My commission expires
(date) _____

Affix Notary Seal Here



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Sharon Willoughby
DATE: February 6, 2023
SUBJECT: Approval of a Purchase Order to Courthouse Computer Systems for \$40,000.00

SUMMARY:

Annual Software Licensing and Maintenance for Register of Deeds Recording Software.

Funds have been budgeted for this expenditure out of 480-404500 Contract Services.

ACTION REQUESTED:

Approval of a purchase order for \$40,000.00 to Courthouse Computer Systems.

ATTACHMENTS:

Invoice attached



Courthouse Computer Systems
PO Box 9393
Chapel Hill, NC 27515 US
mary@courthousecomputersystems.com

Invoice

BILL TO

Sharon Lear Willoughby
Pender County Register of Deeds
Howard Holly Building
300 E. Fremont St.
Burgaw, NC 28425

INVOICE #	DATE	TOTAL DUE			ENCLOSED
3331	12/22/2022	\$40,000.00			

DESCRIPTION	QTY	RATE	AMOUNT
Software Service Annual Software Licensing and Maintenance -- July 2022 - June 2023	1	40,000.00	40,000.00

BALANCE DUE

\$40,000.00



**Pender County
Request Disaster Debris Clearance and
Removal Services RFP # 221129-237
approval**

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	February 6, 2023
SUBJECT:	Request Disaster Debris Clearance and Removal Services RFP # 221129-237 approval

SUMMARY:

Request Disaster Debris Clearance and Removal Services RFP # 221129-237 approval. Pender County received nine RFP's for requesting proposals from qualified contractors to provide disaster debris clearance, removal, reduction, and disposal services in the event of a hurricane or other natural or man-made disaster within the area. Pender County is a coastal county that has picked up debris after Hurricanes Fran, Floyd, Matthew, and Florence along the roads of the county.

Staff published a Request for Proposals on November 29, 2022
Schedule

- A. RFP Issued November 29, 2022
- B. Written Questions due December 28, 2022, by 12:00 PM
- C. Responses to questions December 29, 2022
- D. Submittals due January 4, 2023, by 3:00 PM ***Changed to January 9, 2022, at 12 noon to allow for FedEx and USPS delivery due to the holiday weekend***
- E. Present to Commissioners February 6, 2023
- F. Award Notification February 7, 2023

Staff received nine proposals that were reviewed and scored by a selection committee. Select Committee was made up of staff from County Finance, County Manager Office, Pender County Utilities, Pender County Emergency Management and the County Attorney. The selection committee evaluated each proposal based on the criteria outlined in the RFP, Price (Schedules 1 and 2), Qualifications/Existing Contracts/References, Resources/Technical Experience, Financial Resources & Overall Responsiveness.

The County intends to enter into two (2) contracts: one with a "Primary" contractor and one with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal, or other cleanup activities. The "Secondary" contractor will be activated to serve as an additional contractor at the sole discretion of the County. Pender County will reserve the right to decide, at the guidance and recommendation of the County Manager and/or the Emergency Management Director when and if the "Secondary" contract will be activated.

Responding contractors must, at a minimum, have performed at least three (3) debris removal, reduction, and disposal operations more than 150,000 cubic yards and provide references for the communities where these operations took place. Contractors will need to be licensed to do business in North Carolina and certify that they are not included on the debarred FEMA list or the NC Debarred Vendors list.

The contracts shall be for a base period of three (3) year with an option to renew for up to three additional one-year periods, upon written mutual consent of all parties. This contract shall only be used on an "as needed" basis as determined solely by Pender County.

Based on the results of the selection committee's scoring, two contractors are being recommended to the Board for award Primary contractor to Crowder Gulf of Mobile AL and secondary to CERES of Sarasota FL.

Therefore, staff recommend the Board award a Board for award Primary contractor to Crowder Gulf of Mobile AL and secondary to CERES of Sarasota FL.

ACTION REQUESTED:

Approval to award Primary contractor to Crowder Gulf of Mobile AL and secondary to CERES of Sarasota FL for Disaster Debris Clearance and Removal Services.



**Pender County
Consideration of Memorandum of
Agreement with NC Division of
Emergency Management to Execute the
Hazard Mitigation Grant Program for
Hurricane Florence Acquisition Project**

TO: Board of County Commissioners

FROM: Daniel Adams

DATE: February 6, 2023

SUBJECT: Consideration of Memorandum of Agreement with NC Division of
Emergency Management to Execute the Hazard Mitigation Grant
Program for Hurricane Florence Acquisition Project

SUMMARY:

The North Carolina Department of Public Safety, Division of Emergency Management (NC EM) has developed a State Centric model for implementing Hazard Mitigation Grant Program (HMGP) projects. The HMGP program is a FEMA-funded grant that funds disaster mitigation projects to help communities rebuild in a way that reduces, or mitigates, future disaster losses. These grants are only available after presidentially declared disasters. Beginning with Hurricane Florence, NC EM has taken on the role of implementing these projects through their State Centric plan.

To date, 85 properties in Pender County have been approved by FEMA to be acquired, or bought out, as part of the Hurricane Florence HMGP project. NC EM has submitted a Memorandum of Agreement (MOA) to the County associated with this project.

This project will be implemented differently than past HMGP projects. In this project, the County will not be responsible for hiring professional service providers nor will the County have to expend money up front then seek reimbursement. NC EM will serve as the lead agency and all expenses will be paid by them. Pender County will not incur any direct expenses as a result of implementing this project. NC EM has hired a consultant/contractor to assist with the implementation of this project and they are prepared to move forward to the execution phase.

ACTION REQUESTED:

Consideration of Memorandum of Agreement with North Carolina Emergency Management.

ATTACHMENTS:

1. Memorandum of Agreement

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

PENDER COUNTY

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0032	County: Pender
DPS Fund Code: 4393NCP00000044	Tax ID/EIN#: 56-6000329
MOA Amount: \$ 14,365,036.50	DUNS #: 082361403

MOA Period of Performance: March 12, 2020 through March 12, 2023

This Memorandum of Agreement (“MOA” or “Agreement”) is made on this date _____, by and between the **County of Pender** (“Municipality/County” or RECIPIENT/SUBGRANTEE), and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT (“NCEM” or AGENCY/GRANTEE).

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, City/County of Pender completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the **State Centric Model this 27th day of April, 2021;**

_____ State Centric MOA	_____ 4393-0032	_____ Pender County
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WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # 4393-0032) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

The following is the approved Statement of Work (SOW) for the above referenced project:

NCEM on behalf of Pender County will acquire and demolish **thirty-one (31) residential structures** to return the land to green space.

NCEM on behalf of Pender County will acquire and demolish an **additional thirty (30) residential structures (Batch 2)**, to return the land to green space.

NCEM on behalf of Pender County will acquire and demolish an **additional twenty (20) residential structures (Batch 3)**, to return the land to green space.

The deeds to the properties will be transferred to Pender County with restrictions imposed for the site to remain as open space in perpetuity consistent with Title 44 of the Code of Federal Regulations (CFR) Part 80.

Batch 1 - Site Locations:

	Address	City	State	Zip Code	Latitude	Longitude
1.	1138 Lacers Way	Atkinson	NC	28435	34.440589	-78.111490

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2.	102 Ashley Ln	Hampstead	NC	28443	34.444844	-77.574933
3.	336 Shane Pridgen Rd	Currie	NC	28435	34.394582	-78.156289
4.	787 Sandy Bend Rd	Rocky Point	NC	28425	34.454959	-77.834576
5.	67 Northeast Rd	Burgaw	NC	28425	34.611444	-77.879572
6.	330 Chorley Rd	Burgaw	NC	28425	34.589770	-77.839273
7.	675 White Tail Ln	Willard	NC	28478	34.679222	-77.929931
8.	594 Whitestocking Rd	Burgaw	NC	28425	34.590829	-77.871126
9.	108 Branch Dr	Burgaw	NC	28425	34.568335	-77.838863
10.	409 Knollwood Dr	Hampstead	NC	28443	34.396896	-77.783255
11.	106 Branch Dr	Burgaw	NC	28425	34.568328	-77.838342
12.	102 Daniel Rd	Rocky Point	NC	28457	34.486864	-77.828015
13.	3470 Whitestocking Rd	Burgaw	NC	28425	34.578890	-77.832705
14.	3301 Whitestocking Rd	Burgaw	NC	28425	34.581201	-77.831140
15.	3706 Whitestocking Rd	Burgaw	NC	28425	34.575047	-77.833830
16.	305 Shelter Cove Rd	Burgaw	NC	28425	34.618095	-77.789441
17.	6511 Croomsbridge Rd	Burgaw	NC	28425	34.615459	-77.832233
18.	345 Copperhead Ln	Burgaw	NC	28425	34.563869	-77.843814
19.	5387 NC Hwy 53 E	Burgaw	NC	28425	34.600177	-77.858530
20.	352 River Trail	Burgaw	NC	28425	34.600528	-77.851877
21.	6995 NC Hwy 53 E	Burgaw	NC	28425	34.610936	-77.835026
22.	1545 Pinkney Rd	Burgaw	NC	28425	34.623995	-77.867970
23.	125 Branch Dr	Burgaw	NC	28425	34.567360	-77.839360
24.	111 Branch Dr	Burgaw	NC	28425	34.567706	-77.839348
25.	175 Shelter Cove Rd	Burgaw	NC	28425	34.619794	-77.790259
26.	6951 NC Hwy 53 E	Burgaw	NC	28425	34.610548	-77.835520
27.	2071 Heading Bluff Rd	Currie	NC	28435	34.403614	-78.119585
28.	120 Little Pond Rd	Rocky Point	NC	28457	34.451813	-77.831745
29.	721 White Tail Ln	Willard	NC	28478	34.678637	-77.928777
30.	227 Sportsman Dr	Burgaw	NC	28425	34.582488	-77.825272
31.	324 Little Pond Rd	Rocky Point	NC	28457	34.451299	-77.833999

Batch 2 - Site Locations:

	Address	City	State	Zip Code	Latitude	Longitude
1.	1121 Buckle Rd	Currie	NC	28435	34.38636	-78.2047
2.	371 River Trl	Burgaw	NC	28425	34.59774	-77.85089
3.	631 Thankful Rd	Rocky Point	NC	28457	34.4308	-77.82635
4.	1285 S Holly Shelter Estates Rd	Rocky Point	NC	28457	34.51217	-77.8368
5.	384 River Birch Rd	Burgaw	NC	28425	34.59886	-77.8656
6.	180 Beaver Trl	Burgaw	NC	28425	34.60396	-77.87939
7.	806 River Birch Rd	Burgaw	NC	28425	34.599	-77.86121
8.	995 S Holly Shelter Estates Rd	Rocky Point	NC	28457	34.50961	-77.8328
9.	364 Bumpy Ln	Rocky Point	NC	28457	34.45723	-77.83169
10.	1865 River Bend Dr	Burgaw	NC	28425	34.61504	-77.87172

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11.	802 River Birch Rd	Burgaw	NC	28425	34.59927	-77.8606
12.	1150 Hickory Hill Ln	Burgaw	NC	28425	34.61537	-77.87268
13.	603 White Tail Ln	Watha	NC	28478	34.67892	-77.93049
14.	1205 Shelter Creek Dr	Burgaw	NC	28425	34.6119	-77.78403
15.	107 Branch Dr	Burgaw	NC	28425	34.56777	-77.83845
16.	185 Sportsman Dr	Burgaw	NC	28425	34.58328	-77.82534
17.	415 Knollwood Dr	Hampstead	NC	28443	34.39716	-77.78195
18.	455 Orchid Rd	Burgaw	NC	28425	34.61151	-77.80059
19.	51 Sportsman Dr	Burgaw	NC	28425	34.58516	-77.82592
20.	71 Sportsman Dr	Burgaw	NC	28425	34.58475	-77.82583
21.	91 Sportsman Dr	Burgaw	NC	28425	34.58445	-77.82567
22.	400 Bumpy Ln	Rocky Point	NC	28457	34.45695	-77.83235
23.	260 Sportsman Dr	Burgaw	NC	28425	34.58205	-77.8262
24.	410 Whitestocking Ext	Burgaw	NC	28425	34.58563	-77.82363
25.	182 Sportsman Dr	Burgaw	NC	28425	34.58318	-77.82614
26.	102 Branch Dr	Burgaw	NC	28425	34.56834	-77.83728
27.	104 Branch Dr	Burgaw	NC	28425	34.56832	-77.83782
28.	126 Branch Dr	Burgaw	NC	28425	34.56695	-77.84018
29.	4378 Whitestocking Rd	Burgaw	NC	28425	34.5664	-77.83766
30.	108 Lizard Lick Trl	Burgaw	NC	28425	34.58505	-77.82499

Batch 3 - Site Locations:

	Address	City	State	ZIP Code	Latitude	Longitude
1.	2625 Whitestocking Rd	Burgaw	NC	28425	34.58517	-77.83721
2.	348 Rattlesnake Rd	Currie	NC	28435	34.39848	-78.20238
3.	1319 Shelter Creek Dr	Burgaw	NC	28425	34.61021	-77.78360
4.	7211 NC Hwy 53 E	Burgaw	NC	28425	34.61108	-77.83153
5.	2822 Borough Rd	Currie	NC	28435	34.43474	-78.10814
6.	2678 Canetuck Rd	Currie	NC	28435	34.40081	-78.16145
7.	6805 NC Hwy 53 E	Burgaw	NC	28425	34.60927	-77.83763
8.	5897 Croomsbridge Rd	Burgaw	NC	28425	34.62004	-77.84102
9.	3360 Whitestocking Rd	Burgaw	NC	28425	34.58013	-77.83250
10.	23892 NC Hwy 210	Currie	NC	28435	34.44933	-78.04136
11.	73 Ballards Ln	Burgaw	NC	28425	34.585585	-77.83529
12.	280 Sportsman Dr	Burgaw	NC	28425	34.58165	-77.82613
13.	44 Sportsman Dr	Burgaw	NC	28425	34.58494	-77.82701
14.	1182 Shelter Creek Dr*	Burgaw	NC	28425	34.61163	-77.7847
15.	129 Branch Dr	Burgaw	NC	28425	34.56737	-77.83881
16.	2580 Canetuck Rd	Currie	NC	28435	34.39982	-78.15786
17.	2670 Canetuck Rd	Currie	NC	28435	34.39939	-78.15932
18.	5189 NC Hwy 53 W	Burgaw	NC	28425	34.54296	-78.00942
19.	137 Branch Dr	Burgaw	NC	28425	34.56739	-77.83796
20.	291 Copperhead Ln	Burgaw	NC	28425	34.56344	-77.84339

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**Multiple parcels associated with 1182 Shelter Creek Dr have been approved for acquisition. The following parcel numbers are included in this approval: 3361-55-8717-0000, 3361-55-5897-0000, 3361-55-6864-0000, 3361-55-7840-0000, and 3361-55-5901-0000.*

Additionally, during the review process it was determined that the primary residential structure associated with the 129 Branch Dr property was partially demolished by the homeowner prior to submission of the project to FEMA. According to FEMA's Policy Clarification: Eligibility of Hazard Mitigation Assistance Applications with Pre-Award Demolitions dated August 26, 2019:

“FEMA has determined that when a property owner uses private funds to demolish an event-damaged structure, and at the time of the demolition, the property had not been in an application submitted to FEMA; the demolition is not a ‘connected action’ under NEPA (i.e., is not connected to the FEMA federal project). Therefore, the demolition is not subject to FEMA review and approval for EHP compliance, the costs of the demolitions are not considered pre-award costs, and the demolition does not preclude a finding of project eligibility. The demolition must be in accordance with state and local legal requirements, and any applicable federal law.”

Therefore, please be advised that any demolition costs incurred by the homeowner (or other third party) to carry out the demolition work completed before the project was submitted to FEMA are not eligible project costs and must not be reimbursed with funding from this grant. The acquisition, deed restriction, and demolition of any remaining structures on the property remain eligible as part of the project as long as they are performed in compliance with the terms and conditions of the award and in line with all programmatic requirements.

Total Estimated Management Costs

\$169,681.00

(2) CONDITIONS

RECIPIENT/SUBGRANTEE shall:

1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work). In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. RECIPIENT/SUBGRANTEE shall notify AGENCY/GRANTEE of the existence of any insurance coverage for the costs identified in the approved project application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds and other Federal, State and private funding.

2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.

3) Coordinate with the AGENCY/GRANTEE, Contractors and homeowners as needed.

4) RECIPIENT/SUBGRANTEE shall take part in all pre-construction, pre-project and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project. In order to complete the project before the end of the period of performance established by FEMA in the FEMA award letter, RECIPIENT/SUBGRANTEE shall provide its Project Management Schedule to the AGENCY/GRANTEE that outlines RECIPIENT/SUBGRANTEE's plan for completion and that track and demonstrate completion of each task listed in the approved FEMA application by the timeframe listed in the approved FEMA application.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports or documentation requested by the AGENCY/GRANTEE. The AGENCY/ GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

5) RECIPIENT/SUBGRANTEE shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the project and maintain and utilize the properties in open space in perpetuity. RECIPIENT/SUBGRANTEE shall insure compliance with the Deed Restrictions and flood insurance requirements for the properties.

6) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the AGENCY/GRANTEE. Reimbursement request will be made through the EM Grants or other approved management online system. Each reimbursement at a minimum must include:

- **County Point Of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or

Hazard Mitigation Specialist. If RECIPIENT/ SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

7) A standardized form will be used in the submission for these funds against RECIPIENT/SUBGRANTEE Management Costs.

AGENCY/GRANTEE shall:

1) Provide oversight to all contract work and be the initial point of contact for the RECIPIENT/SUBGRANTEE to get answers to questions on behalf of homeowners or local leadership.

2) Process reimbursement requests for all billable time of the RECIPIENT/SUBGRANTEE . If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact RECIPIENT/SUBGRANTEE POC to discuss what is missing so corrections can be timely made and resubmitted for payment. RECIPIENT/SUBGRANTEE must submit complete documentation acceptable to the AGENCY/GRANTEE to receive reimbursement.

3) AGENCY/GRANTEE HM Section Leadership will be available to meet with county leadership if any questions about the project need to be answered in a public forum. RECIPIENT/SUBGRANTEE POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend county meetings.

4) AGENCY/GRANTEE HM Section will coordinate contracts related to this project, review Cost Reports for invoices incurred, and review and approve eligible expenses against project.

5) AGENCY/GRANTEE HM Section will set up the **Project Kick-Off** Meeting with RECIPIENT/SUBGRANTEE and Contractor to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, and Contractors.

(3) BUDGET AND FUNDING

AGENCY/GRANTEE, RECIPIENT/SUBGRANTEE, will review Cost Reports for invoices incurred, and review and approve eligible expenses against project DR-4393-0032, which is a sub-award in the Cost Center 2D530076.

Budget Information

Total: **\$ 14,534,717.50**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) COMPENSATION

1) NCEM will provide the management cost funds to RECIPIENT/SUBGRANTEE as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated September 16, 2021.

Any funds not expended by the end of the period of performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) DEOBLIGATION

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, NCEM must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's period of performance.

(6) REIMBURSEMENT

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) "**Conditions**"; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the RECIPIENT/SUBGRANTEE after receipt of properly completed Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets.

(7) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

The AGENCY/GRANTEE and RECIPIENT/SUBGRANTEE agree to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," for awards prior to December 26, 2014, 2 C.F.R. Part 200 and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUBGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 CFR 200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.

The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

If applicable, the RECIPIENT/SUBGRANTEE shall provide the

AGENCY/GRANTEE with an annual financial audit report. The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE'S response to all findings, including corrective actions to be taken.

In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.

(10) LIABILITY

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.
- (c) RECIPIENT/SUBGRANTEE that is a state agency or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by AGENCY/GRANTEE or any RECIPIENT/ SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect, incomplete or insufficient information;
 4. If the necessary funds are not available to fund this agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/ GRANTEE may, at its option, upon written notice to the RECIPIENT/ SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/

SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Suspension or termination constitutes final AGENCY/GRANTEE action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by

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the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.

- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/GRANTEE for any further or subsequent default by the RECIPIENT/SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

- (a) If RECIPIENT/SUBGRANTEE subcontracts any or all of the tasks or work required under this Agreement, the RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/GRANTEE within ten (10) days of execution of said subcontract.

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- (d) Contractual arrangement shall in no way relieve the RECIPIENT/SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) STANDARD CONDITIONS

The AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE agree to be bound by the following standard conditions:

- (a) The State of North Carolina and AGENCY/GRANTEE's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) If RECIPIENT/SUBGRANTEE requires an extension of the current Period of Performance (POP) for this project, then RECIPIENT/SUBGRANTEE must prepare and submit a Request For Extension to the State Hazard Mitigation Officer no later than ninety (90) days prior to the expiration of the POP for this award. The Request for Extension must be on letterhead, provide all the required information outlined in Part VI, Paragraph D.4.1 Extensions (pg. 86-87) in the Hazard Mitigation Guidance (February 2015) and signed by the DA.
- (d) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of the N.C. General Statutes and made or received by the RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(16) LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in

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connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. RECIPIENT/SUBGRANTEE shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, RECIPIENT/SUBGRANTEE must sign and submit to the AGENCY/GRANTEE the Certification Regarding Lobbying, attached as Attachment B, and incorporated by reference herein.

(17) DEBARMENT AND SUSPENSION

RECIPIENT/SUBGRANTEE certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
- (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
- (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(18) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

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(19) ASSURANCES

The RECIPIENT/SUBGRANTEE shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

(20) FEMA REQUIRED CONTRACT PROVISIONS

The RECIPIENT/SUBGRANTEE shall comply with the applicable FEMA Required Contract Provisions, attached as Attachment A and incorporated by reference into this Agreement as if fully set out herein.

(21) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2023.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: _____
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____

WITNESS:

BY: _____
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE _____

WITNESS:

BY: _____
DANIEL ADAMS
FLOODPLAIN ADMINISTRATOR
FEDERAL EMPLOYER I.D. # 56-6000329
DATE _____

APPROVED AS TO PROCEDURES:

BY: Dr. Sharon Marsalis
SHARON MARSALIS, Ph.D., BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 1/19/2023 | 16:17:12 EST

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Falk
DEPUTY GENERAL COUNSEL

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ATTACHMENT A: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.
2. **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:
 - a. **Notice to Cure.** State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.
4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity.** During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

- a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE 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 RECIPIENT/SUBGRANTEE 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.

- b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The RECIPIENT/SUBGRANTEE 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 RECIPIENT/SUBGRANTEE's legal duty to furnish information.
- d. The RECIPIENT/SUBGRANTEE 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 RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The RECIPIENT/SUBGRANTEE 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.
- f. The RECIPIENT/SUBGRANTEE 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.

- g. In the event of the RECIPIENT/SUBGRANTEE'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 RECIPIENT/SUBGRANTEE 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.
- h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) 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 RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE 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 RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant 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 applicant 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 applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEES 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 applicant 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 RECIPIENT/SUBGRANTEE 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 RECIPIENT/SUBGRANTEES and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant 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.

6. **Anti-Discrimination.** RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No RECIPIENT/SUBGRANTEE 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.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE 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 29 CFR §5.5(b)(1), 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 29 CFR §5.5(b)(1).
- c. *Withholding for unpaid wages and liquidated damages.* State 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 RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

- d. *Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- a. The RECIPIENT/SUBGRANTEE 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.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The RECIPIENT/SUBGRANTEE 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.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. 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 RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE'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 RECIPIENT/SUBGRANTEE 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 State. If it is later determined that the RECIPIENT/SUBGRANTEE 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 State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The RECIPIENT/SUBGRANTEE 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.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

RECIPIENT/SUBGRANTEES 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.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. Procurement of Recovered Materials.

- a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 12. Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. Access to Records. The following access to records requirements apply to this contract:

- a. The RECIPIENT/SUBGRANTEE agrees to provide State, 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 RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE 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.
- e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.

14. Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. Personnel. RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
18. **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, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.
19. **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 RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
20. **DHS, Seal, Logo, and Flags.** The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
21. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
 - a. 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 RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. RECIPIENT/SUBGRANTEE 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.
 - c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.
22. **Copeland Anti-Kickback Act.** If applicable, Compliance with the Copeland "Anti-Kickback" Act.
 - a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE 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 RECIPIENT/SUBGRANTEE 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.

23. **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 into 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.

The RECIPIENT/SUBGRANTEE, Daniel Adams, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE 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.

Signature of RECIPIENT/SUBGRANTEE's Authorized Official
DANIEL ADAMS, FLOODPLAIN ADMINISTRATOR
Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

Date

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ATTACHMENT C: SUBRECIPIENT MANAGEMENT COSTS REIMBURSEMENT

[illegible]

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ATTACHMENT D: BEST PRACTICES: ACQUISITION, DEMOLITION, AND DEBRIS REMOVAL STIPULATIONS FOR HMGP PROJECTS

North Carolina, Hurricane Florence (2/20/2019)

General Approach to Minimize Impact to Soil:

- o Major demolition activities, including placement of vehicles and equipment, must be confined to areas where soils have been previously disturbed as exemplified by surface grading and utility trenching.
- o When vehicles or heavy equipment are not in use, they shall be staged on hard or firm surfaces. Paved surfaces, if available within the project site limits, shall be used to the fullest extent possible.
- o Vehicles and heavy equipment must work from paved or hard surfaces to avoid soil compaction and/or sinking into soft soils. If necessary, use mud mats, access mats, or high traction construction mats (e.g., timber, rubber) when operating on soft soils.
- o Whenever possible, use tracked vehicles to reduce soil disturbance and minimize soil compaction.
- o Excavation and burial of debris on site is prohibited.

Activity Specific Guidelines:

o Debris Removal

- Avoid removal of trees. Instead cut trunks to ground level and leave root balls in place. Removal of uprooted trees and woody debris from historic landscapes, historic parks, undisturbed ground, and historic districts (but not along public rights-of-way) requires additional historic review. Removal of standing trees will require consultation with United States Fish and Wildlife Raleigh, NC office.

o Demolition

Foundation Removal

- Removal of all structure foundation and basement walls to at least one (1) foot below the finish grade of the site. Excavation will be limited to within two (2) feet of the foundation perimeter.

Slab/Driveway/Sidewalk Removal

- Limit excavation to private property: within one (1) foot of the slab/driveway/sidewalk perimeter, and not more than one (1) foot below the depth of the asphalt/concrete to minimize soil disturbance.

State Centric MOA

4393-0032

Pender County

Oil Tank Location/Removal

- Locate an underground storage tank (UST) (e.g., heating oil tank) using approved methods, which include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant is required to close an abandoned UST by having it cleaned to remove residual materials (hazardous waste) and then backfilled with clean certified fill (e.g., dry sand, gravel, or concrete) or digging-up and removing the tank (removing any contaminated soil in the process). The contractor will limit potential soil disturbance that may include using smaller machines with two (2) foot wide buckets.

Septic Tanks

- In septic tank decommissioning, the tank shall be disconnected from the main drain of the house and any waste pumped out by tanker. The old tank is either completely removed or, if left in place, disinfected, several holes punched into the bottom, and tank filled using clean, suitable fill (sand, gravel, soil) and its cover and lid securely fastened. If removed, the contractor will limit potential soil disturbance and dispose of the old tank at a licensed or permitted waste disposal facility. The hole shall be filled with clean dirt, gravel or other acceptable material. The area must be graded and vegetative cover established.

o Utility Lines

- Abandoned utility lines (e.g., water, sewer, natural gas) shall be disconnected and capped to meet safety or local code requirements. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way is allowed to cap these service lines.

o Cemetery Buffer Zone

- Allow a 25 ft. buffer zone around cemeteries for all demolition projects.

Treatment of Unanticipated Discoveries:

o Archaeological Materials/Human Remains

- If human remains or archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are uncovered during ground disturbing activities, work shall stop immediately in the vicinity of the discovery and all measures taken to avoid or minimize harm to the finds. The applicant will ensure that the archaeological discovery is secured in place, access to the sensitive area restricted, and all measures taken to avoid further disturbance. The applicant's contractor will immediately notify the applicant of the discovery, with the applicant contacting the Office of State Archaeology (OSA)/SHPO/THPO and FEMA within 24 hours of the discovery. The documentation will be used by the agencies only for identification purposes and not duplicated or shared (remain confidential in accordance with 36 CFR § 800.11(c)). Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO,

Tribes, and other consulting parties as necessary – whether the discovery warrants additional examination and how to proceed in accordance with 36 CFR § 800.

- If human remains are encountered during permitted activities, all work shall stop, and OSA/ SHPO/THPO and FEMA contacted immediately. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist and the Executive Director of the North Carolina Commission of Indian Affairs, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP’s “Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects” (February 23, 2007) and any State-specific policies that may be enforced.

Asbestos Abatement Requirements:

- An asbestos survey is required for each property to determine the presence of asbestos prior to conducting a Hazard Mitigation and/or Public Assistance Project.
- Could be financially prudent for sub-grantee to contract all surveys within their area to one contractor. This allows for seamless transition.
- Asbestos surveys can only be conducted by North Carolina accredited asbestos inspectors.
- All suspect friable and non-friable asbestos containing building materials (ACBM) must be tested for asbestos content. Any material having laboratory results greater than 1% asbestos is considered asbestos-containing.
- **The notification form, DHHS 3768, “Asbestos Permit Application and Notification for Demolition/Renovation” is required to be submitted to the HHCU before renovation/demolition activities begin that would involve the removal of at least 160 square feet, 260 linear feet or 35 cubic feet of friable/regulated asbestos. This form is required ten working days before the renovation/demolition activity can begin. Even if no asbestos was identified during the asbestos survey, this form is still required ten working days before the demolition activity begins.**

Asbestos Continued, Other Issues:

- Burning associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to any burning.**
- Salvaging associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited person and an approved notification form (DHHS-3768) will be required prior to salvaging or deconstruction activities.**

- Grinding associated with these guidelines is not allowed without first addressing the potential for asbestos containing building materials. **An asbestos inspection by a NC accredited asbestos inspector and an approved notification form (DHHS-3768) will be required prior to any grinding or chipping activities.**

Lead Based Paint:

- The demolition contractor will be responsible for complying with the OSHA Lead in Construction Standard 1926.62 when demolishing homes damaged by Hurricane Florence.

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with this “Best Practices” document. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA, North Carolina Office of State Archaeology (OSA), State Historic Preservation Office (SHPO), and Tribal Historic Preservation Office (THPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as “Best Practices: Acquisition, Demolition, and Debris Removal Stipulations for HMGP Projects,” as part of FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: February 6, 2023

SUBJECT: Approval of Budget Amendment for Governor's Crime Commission 2022 Investigative Technology Tools for Digital Devices Grant in the amount of \$24,500.00.

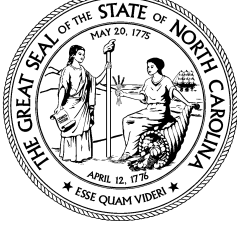
SUMMARY:

The Pender County Sheriff's Office has been awarded a GCC Grant for Investigative Technology Tools for Digital Devices. This grant will provide the Investigations Division with the Graykey proprietary equipment and software for full data extraction of digital devices. Having Graykey inhouse at the Sheriff's Office will greatly enhance the effectiveness of the Investigations Division.

The funds will come from account 60-404500-3602 and 60-403300-3602.
This grant will move into FY 23-24.

ACTION REQUESTED:

Approval of Budget Amendment for Governor's Crime Commission 2022 Investigative Technology Tools for Digital Devices Grant in the amount of \$24,500.00.



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

GRANT AWARD

Applicant: County of Pender

Project Name: 2022 - Pender County Sheriff's Office -
Investigative Technology Tools for Digital
Devices

Authorizing Official: David Andrews
County Manager

Implementing Agency: Pender County Sheriff's Office

Address: P.O. Box 1578
Burgaw, North Carolina 28425-1578

Project Director: George Valsame
Investigator

Vendor Number: 566000329

Project Number: PROJ015287

Account Manager: Matthew Stuart

Grant Period: 10/01/2022 - 09/30/2023

Budgets

Period	Personnel	Contractual	Travel	Supplies	Equipment	Indirect Costs	Total
Year 1	\$0.00	\$0.00	\$0.00	\$0.00	\$24,500.00	\$0.00	\$24,500.00
Grant Budget Total							\$24,500.00

Source	Federal Grant #	CFDA #	% Funding	Federal Award
2022::Byrne Justice Assistance Grants	15PBJA-22-GG-00633- JAGX	16.738	100%	\$24,500.00

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

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

The Special Conditions for this grant, posted on the GCC website at www.ncdps.gov/gcc/award-special-conditions/, are incorporated into this agreement as if the same were set forth herein.

☐ By initialing here, I certify that I (Authorizing Official), have read and understand the information provided including the Special Conditions.

Authorizing Official

David Andrews 12/16/2022 | 08:46:28 EST
 Signature of Authorizing Official Date

David Andrews, County Manager

Name and Title of Authorizing Official

Governor's Crime Commission

Caroline Farmer 12/16/2022
 Signature of Director Date

Caroline Farmer, Executive Director

Name and Title of Director

Project Director

George Valsame 12/16/2022 | 08:12:56 EST
 Signature of Project Director Date

George Valsame, Investigator

Name and Title of Project Director

Federal Award Identification Worksheet

Federal award identification : 15PBJA-22-GG-00633-JAGX

Project ID : PROJ015287

Subrecipient : County of Pender

Federal Award Identification # (FAIN) : 15PBJA-22-GG-00633-JAGX

DUNS # : 082361403

Federal award date : Oct 01, 2021 - Sep 30, 2025

Subaward period of performance start and end date : Oct 01, 2022 - Sep 30, 2023

Federal funds obligated in this agreement : \$24,500.00

Federal funds obligated to the subrecipient : \$24,500.00

Total federal award : \$5,530,630.00

Catalog of federal domestic assistance (CFDA) : 16.738

Indirect cost rate for the federal award : We do not receive an indirect cost rate

Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate) : Direct/Allocated Costs Only

Identification of whether the award is research and development (R&D) : We do not fund research and development

Pass through entity and awarding official : NC Governor's Crime Commission
Caroline Farmer, Executive Director
Caroline.Farmer@ncdps.gov

Federal awarding agency : United States Department of Justice - Bureau of Justice Assistance

Federal award description : The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government.

Pender County Budget Ordinance Amendment

Page 6 of 6

Fiscal Year

FY 2022-2023

Department

510 - SHERIFFS DEPARTMENT

Division, Program, Project, etc.

GCC Grant - Investigative Technology Tools for Digital Devices

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-348300-3602	Gov Crime Commission	24500.00
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404500-3602	Contracted Services	21895.00
2	60-403300-3602	Supplies	2605.00
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues

24500

Total Expenditures

24500

Budget Amendment Balances when Zero.

0

Prepared By:

Jennie Coleman

Email

jennifer.coleman@pendersheriff.com



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Kevin Moore/Erik Harvey

DATE: February 6, 2023

SUBJECT: Approval to add Schedule 003 to the Master Technology Lease Agreement with Huntington Leasing Corporation in the Amount of \$399,981 for the Lease of Sheriff's Office IT Equipment for 60 months and a PO in the amount of \$94,914 for year one (1).

SUMMARY:

Lease Schedule 003 will allow the Sheriff's Office and Information Technology Services (ITS) Department to replace antiquated IT infrastructure equipment that expired in 2019, which is no longer supported/End of Life. This refresh will bring the IT infrastructure equipment, such as virtualization, networking, failover systems, data storage, backup and disaster recovery systems current so they are all managed, supported, and updated both onsite and at a Geo-diversified location. Ultimately, this will allow the Sheriff's Office to provide services more efficiently and effectively to the Citizens of Pender County.

The County currently has 2 existing lease schedules on the Huntington Leasing Corporation Agreement:

1. Schedule 001R - Is set at \$11,170.09 per month and ends June 30, 2024.
2. Schedule 002 - Is set at \$15,699.60 per month and ends on June 30, 2024.

New Lease Schedule 003:

1. **Schedule 003** will be set at \$7,909.50 per month, for 60 months (5 years) and ends in February 2028.

ACTION REQUESTED:

Approval to add Schedule 003 to the Master Technology Lease Agreement with Huntington Leasing Corporation in the Amount of \$399,981 for the Lease of Sheriff's Office IT Equipment for 60 months and a PO in the amount of \$94,914 for year one (1). This expenditure has been budgeted in the FY 22-23 Budget Ordinance and will be taken from the following line item:

Sheriff's Office: 510-404500



HUNTINGTON TECHNOLOGY FINANCE
295 Seven Farms Dr Charleston, SC 29492
843.364.9981 jason.j.moyer@huntington.com
Jason Moyer, National Account Manager

January 17, 2023

Pender County, NC
805 S. Walker Street
Burgaw NC 28425

Huntington Technology Finance ("Huntington") is pleased to present this lease proposal for your consideration. We believe the following will be an optimal solution for you and your organization.

Lease Terms

Lessor: Huntington Technology Finance, Inc. or its designee.

Lessee: Pender County, NC

Equipment: Dell

Estimated Transaction Cost: \$399,981

Lease Pricing:

<i>Term</i>	<i>60 months</i>
Monthly Payment	\$7,909.50

Indexing: This proposal is based on the swap rates as January 17, 2023. If the signed certificate of delivery and acceptance is received more than 30 days after that date, a reciprocal change may be made to the pricing of this proposal. Source: Intercontinental Exchange (USD Rates 1100 available at <http://www.theice.com/marketdata/reports/180>) or other sources Lessor reasonably deems reliable.

Pricing above may not include sales/use tax, which may be added to the above payment. This proposal shall expire 20 days from the date of this letter. If you agree with the terms and conditions outlined herein, please sign and return the enclosed copy of this letter and return it to my attention prior to that date. Final approval of this proposed lease transaction is subject to credit and investment approval by Huntington and execution by all parties (Lessee, Lessor, Supplier) of all standard Huntington documentation.

We look forward to your favorable review of this proposal and hope your decision is to lease through Huntington Technology Finance.

Sincerely,

Jason Moyer
National Account Executive

Agreed to and Acknowledged by:

Name/Title

Date



Pender County Consideration of the state's Certified Retirement Communities program

TO: Board of County Commissioners
FROM: Tammy Proctor
DATE:
SUBJECT: Certified Retirement Communities

SUMMARY:

The state's Certified Retirement Community (CRC) is a program that falls under the direction of Visit NC, the state tourism office. The program is designed to attract retirees to our area. Pender County meets all criteria for a CRC.

ACTION REQUESTED:

Discussion

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2017**

**SESSION LAW 2018-5
SENATE BILL 99**

AN ACT TO MODIFY THE CURRENT OPERATIONS APPROPRIATIONS ACT OF 2017
AND TO MAKE OTHER CHANGES IN THE BUDGET OPERATIONS OF THE STATE.

The General Assembly of North Carolina enacts:

TITLE OF ACT

SECTION 1.1. This act shall be known as the "Current Operations Appropriations Act of 2018."

...

CERTIFIED RETIREMENT COMMUNITY CHANGES

SECTION 15.7.(a) G.S. 143B-437.100(d) reads as rewritten:

"(d) Certification. – The Department shall establish criteria for qualifying as a North Carolina certified retirement community. To be eligible to obtain certification as a North Carolina certified retirement community, the community shall meet each of the following requirements:

(1) Be located within ~~30~~50 miles of a hospital and of emergency medical services.

...

(4) Remit an ~~application~~annual fee to the ~~Department~~Department, or the nonprofit corporation with which the Department contracts pursuant to G.S. 143B-431.01, equal to the ~~greater~~lesser of ~~ten~~three thousand dollars ~~(\$10,000)~~(\$3,000) or the product of fifty cents (50¢) multiplied by the population of the community, as determined by the most recent census.

...."

SECTION 15.7.(b) G.S. 143B-437.101(b) reads as rewritten:

"(b) Expiration. – A community's certification under this section expires on the fifth anniversary of the date the initial certification is issued. To be considered for recertification by the Department, an applicant community shall submit the following:

- (1) A completed new application in accordance with the requirements of this Part.
- (2) Data demonstrating the success or failure of the community's efforts to market and promote itself as a desirable location for retirees and potential retirees.
- (3) The annual fee required by G.S. 143B-437.100(d)(4)."

SECTION 15.7.(c) This section becomes effective July 1, 2018, and applies to applications and recertifications submitted on or after that date.

NORTH CAROLINA CERTIFIED RETIREMENT COMMUNITY PROGRAM

VISIT NORTH CAROLINA



Economic Development
Partnership of North Carolina

edpnc.com

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8. Certified Retirement Community Scale	Page 14

Section 1	Applicant Information		Office Use Only
	☐ Town ☐ City ☐ County	Applicant Name	Date Stamp Received by
	Comptroller (in-state) Taxpayer ID No.		

Section 2	Chief Elected Official			
	Title	First Name	M.I.	Last Name
	Primary Phone (000) 000-0000		Fax Number (000) 000-0000	
	E-mail		Web Address	
	Mailing Address			
	Address			
	City		State NC	Zip Code

Section 3	Local Contact Person			
	First Name		M.I.	Last Name
	Position Title		Primary Phone (000) 000-0000 Ext.	
	E-mail		Fax Number (000) 000-0000	
	Mailing Address			
	Address			
	City		State NC	Zip Code
	Facility Address – Physical Address			
	Physical Address (not P.O. Box)			
	City		State NC	Zip Code

Section 4	Population Information (Census Population based on latest official census)
	Exact population: _____

Section 5	Payment	
	Payment = Exact population _____ x .50 cents or \$3,000.00 (whichever is the lesser amount) = \$ _____	
	Method of Payment: (payable to Economic Development Partnership of North Carolina) ☐ Check No. _____ ☐ Cashier's Check No. _____ ☐ Money Order No. _____	Amount Remitted \$ _____
	OFFICE USE ONLY Sent to Fiscal _____	
	Mail payment with application to: Economic Development Partnership of North Carolina Visit North Carolina Certified Retirement Community 150 Fayetteville St. Ste. 1200 Raleigh, NC 27601	
FISCAL USE ONLY 4301-1650-2200	Fiscal Receipt No. _____ Date Receipt Issued / /	

Section 6	Chief Elected Official Signature	
	The applicant, by and through his/her personal or agent's signature below (1) certifies that all information provided in connection with this application at any time is true and correct to the best of the applicant's knowledge; (2) acknowledges that any misrepresentation or false statement made by the applicant, or an authorized agent of the applicant, in connection with this application, whether intentional or not, will constitute grounds for denial, revocation, or non-renewal of any certification issued pursuant to this application. If signed by an agent (including employee) of the applicant, the person signing certifies that he or she is authorized to make the preceding certification on behalf of the applicant.	
	Chief Elected Official Signature	Date (mm/dd/yyyy)

Introduction

The objective of the North Carolina Certified Retirement Community Program (CRCP) is to encourage retirees and those planning to retire the opportunity to make North Carolina their home and promote the state as a retirement destination; assist North Carolina communities in their efforts to market themselves as retirement locations; assist in the development of retirement communities and continuing care facilities; and to encourage mature market travel and tourism to North Carolina to evaluate future retirement desirability (GS 443b-431.100).

The Economic Development Partnership of North Carolina (EDPNC) and Visit NC have joined resources to provide the tools necessary for Certified Retirement Communities to attract and encourage retirees to choose North Carolina as their retirement home.

Eligible Guidelines

1. Must be an incorporated town, municipality, city or county;
2. Must be able to describe organizing process and why the community has chosen to apply for the certification. Provide any relevant planning including committee structure (committee must meet six (6) months minimum threshold prior to applying).
3. Submit a marketing and public relations plan designed to accomplish the purpose of the program for retiree attraction
4. Submit a long-term plan outlining the steps the community will undertake to maintain or improve its desirability as a destination for retirees, including corrections to any services or facilities identified in the retiree desirability assessment
5. Describe how local unit of government is engaged with committee
6. Describe how committee is engaged with community awareness relative to this effort.
7. List other partners engaged with the committee
8. Submit application of a (5-year commitment) to the program along with a fee of \$3,000 (annually). Fee must be submitted each year upon sunset of the application. (the fee will be returned if application is denied).
9. Must be located within 50 miles of a hospital and / or emergency medical services
10. Must take steps to gain support of churches, clubs, businesses, media, and other entities whose participation will increase the program's success in attracting retirees or potential retirees (list steps taken including organizations contacted)
11. Submit supporting rational with application (not to exceed 15 double-spaced typewritten pages at size 12 font) submit in word or PDF format only
12. Must establish a retiree attraction committee that shall fulfill or create subcommittees to fulfill the following:
 - A. Conduct a retiree desirability assessment analyzing the community with respect to each of the factors identified in Senate Bill 1627 and submit a report of the analysis
 - B. Send a representative of the retirement attraction committee to attend any Consumer Shows or Expo's offered by Visit NC.
 - C. Raise additional funds necessary to run the program, organize special events, and promote and coordinate the program with local entities
 - D. Establish a community image, evaluate target market and develop a marketing and public relations plan designed to accomplish the purpose of the program
 - E. Develop a system that identifies and makes contact with existing and prospective retirees, that provides tour guides when prospects visit the community and that responds to inquiries, logs contacts made, invites prospects to special community events, and maintains continual contact with prospects until the prospect makes a retirement location decision

ASSESSMENT

DEMOGRAPHICS	Population	County: _____	City / Town: _____
	Persons under 18 years old, percent from 2007 - County: _____ City/Town: _____		
	Persons 65 years old and over, percent from 2007 - County: _____ City/Town: _____		
	Households, from 2020 census - County: _____ City/Town: _____		
	Persons per household, from 2020 census - County: _____ City/Town: _____		
	Median household income - County: _____ City/Town: _____		
	Diversity, percent from 2020 census		
	White	County: _____	City/Town: _____
	Black	County: _____	City/Town: _____
	American Indian	County: _____	City/Town: _____
Asian	County: _____	City/Town: _____	
Hispanic/ Latino	County: _____	City/Town: _____	
Crime rate per thousand County: _____ City/Town: _____			
Exact population: _____			
Describe community climate:			
Distance to largest City and population of that City:			

LOCAL ECONOMY	What are current property tax rates? City _____ County _____		
	What is the property tax on a \$100,000 home? City _____ County _____		
	What is the current sales tax rate? _____		
	What is the current cost of living for the community? _____		
	Are there special property tax exemptions for seniors? ☐ Yes ☐ No		
	Personal tax exemptions _____		Housing or homestead exemptions _____
	Discount for retirees (entertainment, medicines, and food) available? ☐ Yes ☐ No		
	Number of banks _____	Number of accountants _____	Number of financial planners _____
	Cable and satellite services offered? ☐ Yes ☐ No		
	Retail Offerings (please check):		
	☐ Downtown Shopping District	☐ Department (Clothing, Shoe) Stores	
	☐ UPS/Fed Ex Package Store	☐ Big Box Retailer (Wal-Mart, Big K, Target, Lowes)	
	☐ Pharmacy (Chain or Independent)	☐ Farmers Market (local)	
	☐ Package Store	☐ Bookstore: Local or Chain? _____	
	☐ Children's Clothing		
Are there local employment opportunities for retirees? (full / part- time and business opportunities available in a variety of trades, professions and services) ☐ Yes ☐ No			
Restaurants (please check):			
☐ Fast Food	☐ Fine Dining		
☐ Family Dining	How many serve alcoholic beverages? _____		
Personal Services (please check):			
☐ Lawn care	☐ Personal shopper		
☐ Laundry service	☐ Dry cleaning service		
Distance to nearest major shopping mall _____			
Distance to International airport(s) _____ Distance to Regional airport(s) _____			
List airport(s) _____			
Distance to nearest Military base _____ List base(s) _____			
Distance to nearest Fire Station _____		Distance to nearest Police Station _____	

LEISURE/CULTURAL OPPORTUNITIES

Please list by name in the appropriate category

Number of parks: _____

City/County parks:

National parks/forests:

State parks:

Wildlife refuges:

Number of trails: _____

Greenways & Birding:

Other:

Number of golf courses _____

Public:

Private:

Number of historic sites (including historic homes): _____

State:

National:

Private/non-profit:

How many bodies of water? _____

Rivers:

Sounds:

Lakes:

Beaches:

Boat Launches:

LEISURE/CULTURAL Continued

Are there sporting opportunities to include watching or participating? ☐ Yes ☐ No
If yes, explain: _____

Wineries/vineyards available in your community? _____

Number of museums: _____

Number of art galleries: _____

Number of libraries: _____

Is there community theatre? ☐ Yes ☐ No

What other types of performing arts? _____

Number of Fitness Center(s): _____

Is there a Senior and /or Community Center? ☐ Yes ☐ No

List local festivals & celebrations (community or ethnic): _____

Is there an active arts society? ☐ Yes ☐ No

What other venues are listed in the Official NC Travel guide that is not listed above? _____

SERVICES FOR RETIREES	Is there public transportation? ☐ Yes ☐ No
	What type? ☐ Buses ☐ Taxies ☐ Train ☐ Shuttles
	What major highway(s) is located near your community?
	Are there special transportation services (dial-a-ride or other services for banking, shopping, etc.)? ☐ Yes ☐ No
	Number of travel agencies:
	RSVP (Retired Senior Volunteer Program) available:
SCORE (Senior Corp of Retired Executives) Chapter available:	

COMMUNITY / EDUCATION / MILITARY	Is there an active Chamber of Commerce? ☐ Yes ☐ No
	Is there a Convention & Visitors Center or Tourism Info Center? ☐ Yes ☐ No
	Is there an Economic Development Organization? ☐ Yes ☐ No
	Is there a Retiree Recruitment Program? ☐ Yes ☐ No
	If so, is there a current plan in place? ☐ Yes ☐ No Is there staff? ☐ Yes ☐ No
	Is there specific literature for the recruitment efforts? ☐ Yes ☐ No
	Is there continuing education for retirees? ☐ Yes ☐ No
	What type of education does your community have: ☐ University ☐ Community College Name: Name: # of miles # of miles ☐ Continuing Education ☐ Other Institution Name: Name: # of miles # of miles
	Is there a military base(s)? ☐ Yes ☐ No If yes, how many miles: ☐ 0-99 ☐ 100-250

What is unique about this community that makes it especially appealing to retirees?

List the major strengths for retirees in this community:

List things the community would consider enhancing to make them more attractive to retirees (add additional pages, if necessary):

Technical Assistance

Technical assistance is available prior to the application being submitted. Technical Assistance will be provided by NC Department of Commerce Community Development Division staff. There may a cost associated with the technical assistance if staff has to travel to potential communities. Cost will consist of travel and per diem.

Application Submission Process

The EDPNC/Visit NC will accept applications in January and July of each calendar year. The applications will be due by January 31 and July 31.

Applications received will be reviewed within 90-120 days of receipt by the CRCP Committee. Communities will be selected based on the information in the application consistent with the requirements of the factors listed in Senate Bill 143B-437.100. The CRCP Committee has established rating criteria for your review. This rating criterion is included in the application.

Applicant must submit five (5) complete copies of the application to the EDPNC/Visit NC. All copies must be complete and have original signature of the chief elected official on the application summary form.

Applications should be mailed to:

Andre` R. Nabors,
Partner/Trade Relations Manager
Economic Development Partnership of North Carolina (EDPNC)
Visit NC
150 Fayetteville St. Ste. 1200
Raleigh, North Carolina 27601

Or

Delivered to:

EDPNC
150 Fayetteville St. Ste. 1200
Raleigh, N.C. 27601

CERTIFIED RETIREMENT COMMUNITY RATING CRITERIA

Section

Demographics

Housing /Technology

Healthcare

Local Economy

Leisure/Cultural Opportunities

Services for Retirees

Community/Education /Military



CERTIFIED RETIREMENT COMMUNITY PROGRAM MARKETING BENEFITS

(Mission is to inform, inspire visitation to NC; then hand off to our partners w/links from RetireNC)

I. MARKETING & PROMOTION

- A. Secure URL RetireNC.com
- B. Link to VisitNC.com
- C. Enhance listings for CRC partners
- D. Web-mapping reference on RetireNC
- E. Optimized and supported/search engine marketing
- F. Display advertising opportunities on RetireNC

II. E-Marketing

- A. Quarterly e-Newsletter effective tool to reach target audience
(Currently reach 300,000 opt-in subscribers)
- B. Travel e-news and sweepstakes promotion
- C. Separate e-blasts highlighting events and special offers
- D. Consider paid listings from qualified media partners

III. Social Media

- A. Twitter, Pinterest, Facebook; blogs (70% female – 40% (45+) - 17% (55+))

IV. Visitor Services

- A. Retirement/relocation package fulfillment at welcome centers
- B. Division Call Center response
- C. Shared cost of direct mailings
- D. Incorporate editorial support into the Travel Guide
- E. Display ads in the Travel Guide

V. Public Relations

- A. Target consumer and trade editorial media contacts through multiple media outreach tactics;
 - 1. Print and digital media; one-on-one pitching; editorial coverage
 - 2. Story ideas, press releases, media missions;

VI. Trade and Consumer Shows

- A. Expo and Trade Show leads available to all CRC's
- B. Other retirement and relocation events; home, visitor, golf and travel shows

VII. Research

- A. Consumer behavior and travel trends that cross over from tourism to relocation
- B. Visitor profile; consumer spending; demographics and trends

VIII. Co-op Marketing

- A. Exploring integrated co-op marketing efforts that include exposure on RetireNC.com, print and digital ads; sweepstakes; trade and consumer shows

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2007

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SENATE BILL 1627
Finance Committee Substitute Adopted 6/24/08
House Committee Substitute Favorable 7/2/08
House Committee Substitute #2 Favorable 7/10/08

Short Title: Certified Retirement Community Program. (Public)

Sponsors:

Referred to:

May 19, 2008

- 1 A BILL TO BE ENTITLED
2 AN ACT TO CREATE THE NORTH CAROLINA RETIREMENT COMMUNITY
3 PROGRAM.
4 The General Assembly of North Carolina enacts:
5 **SECTION 1.** Chapter 143B of the General Statutes of North Carolina is
6 amended by adding a new Part to read:
7 "Part 2K. North Carolina Certified Retirement Community Program.
8 **"§ 143B-437.100. North Carolina Certified Retirement Community Program –**
9 **creation; powers and duties.**
10 (a) Program. – There is established the North Carolina Certified Retirement
11 Community Program as part of the 21st Century Communities program of the North
12 Carolina Department of Commerce. The Department shall coordinate the development
13 and planning of the North Carolina Certified Retirement Community Program with
14 other State and local groups interested in participating in and promoting the North
15 Carolina Certified Retirement Community Program. The Department shall adopt
16 administrative rules to implement the provisions of this Part. For purposes of this Part,
17 "Department" means the North Carolina Department of Commerce, and "Program"
18 means the North Carolina Certified Retirement Community Program.
19 (b) Purpose. – The purpose of the Program is to encourage retirees and those
20 planning to retire to make their homes in North Carolina. In order to further this
21 purpose, the Department shall engage in the following activities:
22 (1) Promote the State as a retirement destination to retirees and those
23 persons and families who are planning retirement both in and outside
24 of North Carolina.
25 (2) Assist North Carolina communities in their efforts to market
26 themselves as retirement locations and to develop communities that
27 retirees would find attractive for a retirement lifestyle.

- 1 (3) Assist in the development of retirement communities and continuing
2 care facilities under Article 64 of Chapter 58 of the General Statutes in
3 order to promote economic development and a potential workforce to
4 enrich North Carolina communities.
- 5 (4) Encourage mature market travel and tourism to North Carolina to
6 evaluate future retirement desirability and to visit those who have
7 chosen to retire in North Carolina.
- 8 (c) Factors. – The Department shall identify factors that are of interest to retirees
9 or potential retirees in order to inform them of the benefits of living in North Carolina.
10 These factors shall be used to develop a scoring system to determine whether an
11 applicant will qualify as a North Carolina certified retirement community and may
12 include the following:
- 13 (1) North Carolina's State and local tax structure.
14 (2) Housing opportunities and cost.
15 (3) Climate.
16 (4) Personal safety.
17 (5) Working opportunities.
18 (6) Health care and continuing care services.
19 (7) Transportation.
20 (8) Continuing education.
21 (9) Leisure living.
22 (10) Recreation.
23 (11) The performing arts.
24 (12) Festivals and events.
25 (13) Sports.
26 (14) Other services and facilities necessary to enable persons to age in the
27 community with a minimum of restrictions.
- 28 (d) Certification. – The Department shall establish criteria for qualifying as a
29 North Carolina certified retirement community. To be eligible to obtain certification as
30 a North Carolina certified retirement community, the community shall meet each of the
31 following requirements:
- 32 (1) Be located within 30 miles of a hospital and of emergency medical
33 services.
- 34 (2) Take steps to gain the support of churches, clubs, businesses, media,
35 and other entities whose participation will increase the Program's
36 success in attracting retirees or potential retirees.
- 37 (3) Establish a retiree attraction committee. The retiree attraction
38 committee shall fulfill or create subcommittees to fulfill each of the
39 following:
- 40 a. Conduct a retiree desirability assessment analyzing the
41 community with respect to each of the factors identified by the
42 Department and submit a report of the analysis to the
43 Department.

- 1 b. Send a representative of the retirement attraction committee to
2 attend State training meetings conducted by the 21st Century
3 Communities program during the certification process.
4 c. Raise funds necessary to run the Program, organize special
5 events, and promote and coordinate the Program with local
6 entities.
7 d. Establish a community image, evaluate target markets, and
8 develop a marketing and public relations plan designed to
9 accomplish the purpose of the Program.
10 e. Develop a system that identifies and makes contact with
11 existing and prospective retirees, that provides tour guides when
12 prospects visit the community, and that responds to inquiries,
13 logs contacts made, invites prospects to special community
14 events, and maintains continual contact with prospects until the
15 prospect makes a retirement location decision.
16 (4) Remit an application fee to the 21st Century Communities program
17 equal to the greater of ten thousand dollars (\$10,000) or the product of
18 fifty cents (50¢) multiplied by the population of the community, as
19 determined by the most recent census.
20 (5) Submit the completed marketing and public relations plan designed to
21 accomplish the purpose of the Program to the Department.
22 (6) Submit a long-term plan outlining the steps the community will
23 undertake to maintain or improve its desirability as a destination for
24 retirees, including corrections to any services or facilities identified in
25 the retiree desirability assessment.

26 **"§ 143B-437.101. North Carolina Certified Retirement Community Program –**
27 **administration.**

28 (a) Administration and Support. – Upon being certified as a North Carolina
29 certified retirement community, the 21st Century Communities program shall provide
30 the following assistance to the community:

- 31 (1) Assistance in the training of local Program staff and volunteers.
32 (2) Ongoing oversight and guidance in marketing and updating on national
33 retirement trends.
34 (3) Inclusion in the State's national advertising and public relations
35 campaigns and travel show promotions, including a prominent feature
36 on the Department's Web site.
37 (4) Eligibility for State financial assistance for brochures, support
38 material, and advertising.
39 (5) An annual evaluation and progress assessment on maintaining and
40 improving the community's desirability as a home for retirees.
41 (b) Expiration. – A community's certification under this section expires on the
42 fifth anniversary of the date the initial certification is issued. To be considered for
43 recertification by the 21st Century Communities program, an applicant community shall
44 submit the following:

- 1 (1) A completed new application in accordance with the requirements of
2 this Part.
3 (2) Data demonstrating the success or failure of the community's efforts to
4 market and promote itself as a desirable location for retirees and
5 potential retirees.
6 (3) The fee required by G.S. 143B-437.100(d)(4)."

7 **SECTION 2.** Pilot program. – The Department of Commerce, in conjunction
8 with the Second Career Center of Robeson Community College, shall lead the
9 implementation of the North Carolina Certified Retirement Community Program
10 through a pilot project. During this pilot implementation, the community selection
11 criteria and scoring methodology will be defined, applications will be developed,
12 educational sessions will be conducted, and marketing strategies will be developed. The
13 City of Lumberton will serve as the pilot community for this program. In recognition of
14 the assistance, the City of Lumberton shall provide in this pilot implementation,
15 application fee charged for the City's initial application shall be twenty-five dollars
16 (\$25.00). The Department of Commerce, the Second Career Center, and the City of
17 Lumberton shall jointly work to organize the community and prepare its application.
18 The Department of Commerce shall report on the implementation of this section by
19 April 1, 2009, to the Joint Legislative Commission on Governmental Operations and to
20 the House and Senate Appropriations Subcommittees on Natural and Economic
21 Resources.

22 **SECTION 3.** Section 2 of this act becomes effective October 1, 2008. The
23 remainder of this act becomes effective July 1, 2010.



Pender County Board appointment for T. Savage

TO: BOCC
FROM: Nancy Avery
DATE: February 6, 2023
SUBJECT: Board appointment

SUMMARY:

Novant Health Pender Medical Center Board member Tamara Savage's second term expired on 12/31/2022. She is up for reappointment for her third term for 1/1/2023-12/31/2025. She is District 4. Her application is attached.

ACTION REQUESTED:

Appointment of Tamara Savage to the Novant Health Pender Medical Center Board.

ATTACHMENTS:

Application

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION									
Last Name Savage				First Tamara		M.I. E.		Date 1/23/23	
Physical Address 570 NC Hwy 11						Apartment/Unit #			
City Willard				State NC		ZIP 28478			
Mailing Address (if different from above)									
City				State		ZIP			
Home Phone 910-620-3002				Work Phone		E-mail Address 1			
Fax Number						E-mail Address 2			
Board Interest(s) Pender Medical Ctr.									
How long have you been a resident of Pender County? 30 yrs									
EDUCATION									
High School Mt. Pleasant High				Location Mt. Pleasant, NC.					
From 1984		To 1986		Did you graduate?		YES ☒		NO ☐	
College USC				Location Columbia-SC					
From 2011		To 2017		Did you graduate?		YES ☒		NO ☐	
Other				Degree Ph.D Social work					
From				To		Did you graduate?		Degree	
						YES ☐		NO ☐	
EMPLOYMENT HISTORY									
Current Employment Retired University Professor				Job Title					
Responsibilities									
Previous Employment				Job Title					
Previous Employment				Job Title					
Previous Employment				Job Title					
COMMUNITY INVOLVEMENT									
Please list current and past membership in civic or other organizations and offices held:									

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☒	NO ☐	If yes, explain (including length of service).	
		Pender Medical Center	
State reasons why you feel qualified for this appointment(s):			
I have served on the PMC Board for 5 years and am currently the Chairperson.			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature		Date	
Dr. L. E. Jorgensen		1/23/23	



Pender County Board appointment for S. Malpass

TO: BOCC
FROM: Nancy Avery
DATE: February 6, 2023
SUBJECT: Board appointment S. Malpass

SUMMARY:

Pender County Library Board member Sandra Malpass's second term expired January 31, 2023. She would like to serve another term. She is in District 4. Her application is attached.

ACTION REQUESTED:

Appoint Sandra Malpass to the Pender County Library Board

ATTACHMENTS:

Application

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees



Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION					
Last Name <i>Malpass</i>		First <i>Sandra</i>		M.I. <i>J</i>	Date <i>1/24/2023</i>
Physical Address <i>4204 Borough Rd</i>				Apartment/Unit #	
City <i>Currie</i>		State <i>NC</i>		ZIP <i>28435</i>	
Mailing Address (If different from above)					
City		State		ZIP	
Home Phone <i>910-283-7268</i>		Work Phone <i>910-470-4112</i>		E-mail Address 1 <i>SandraMalpass@hotmail.com</i>	
Fax Number				E-mail Address 2	
Board Interest(s) <i>Library</i>					
How long have you been a resident of Pender County? <i>40 years</i>					
EDUCATION					
High School <i>Leland High</i>		Location <i>Leland, NC</i>			
From <i>1968</i>	To <i>1971</i>	Did you graduate?	YES ☒	NO ☐	
College <i>UNCW</i>		Location <i>Wilmington, NC</i>			
From <i>1971</i>	To <i>1975</i>	Did you graduate?	YES ☒	NO ☐	Degree <i>Bachelors- History</i>
Other <i>ECU</i>		Location			
From <i>1975</i>	To <i>1985</i>	Did you graduate?	YES ☒	NO ☐	Degree <i>Masters- Library Science</i>
EMPLOYMENT HISTORY					
Current Employment <i>Retired</i>		Job Title			
Responsibilities					
Previous Employment <i>Pender County Schools</i>		Job Title <i>Media Specialist</i>			
Previous Employment <i>New Hanover Co. Schools</i>		Job Title <i>" "</i>			
Previous Employment		Job Title			
COMMUNITY INVOLVEMENT					
Please list current and past membership in civic or other organizations and offices held:					
<i>15 yrs- Newsletter Editor for Sun Coast Cruisers classic car club.</i>					

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?			
YES ☒	NO ☐	If yes, explain (including length of service).	
		<i>Pender County Library Board - 6 years - 6 gm</i>	
State reasons why you feel qualified for this appointment(s):			
<i>Former media specialist in Pender & New Hanover Co. Schools - middle & high school levels. Volunteer at PL Library - Burgaw Branch - 15 years</i>			
MILITARY SERVICE			
Branch		From	To
Rank at Discharge		Type of Discharge (optional)	
CONFLICTS OF INTEREST			
Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?			
YES ☐	NO ☒	If yes, explain.	
Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?			
YES ☐	NO ☒	If yes, list family member name(s) and position/board or committee(s).	
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.			
DISCLAIMER AND SIGNATURE			
NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.			
Signature <i>Shirley J. Walpole</i>		Date <i>1/24/2023</i>	