



Pender County

Agenda

**Board of County Commissioners Meeting
Monday, September 20, 2021 @ 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		
5.1.	Public Hearing and Resolution Approving Grant Application 5310-Enhanced Mobility of Senior's and Individuals with Disabilities Program Operated by Pender Adult Services for FY 2021-2022: \$180,000. Public Hearing and Resolution Approving Grant Application 5310-Enhanced Mobility of Senior's and Individuals with Disabilities Program Operated by Pender Adult Services for FY 2021-2022: \$180,000. - Pdf	Logenbach	3 - 12
5.2.	Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2021-2022: \$206,132. Local Share \$30,920. Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2021-2022: \$206,132. Local Share \$30,920. - Pdf	Logenbach	13 - 23
5.3.	Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for CAPITAL Grant; Operated by Pender Adult Services for FY 2022: \$120,.000 Local Share \$12,000. Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for CAPITAL Grant; Operated by Pender Adult Services for FY 2022: \$120,.000 Local Share \$12,000. - Pdf	Logenbach	25 - 35
6.	PUBLIC INFORMATION		
6.1.	Presentation of Pender County Collector Street Plan 2021 Update 2021 Pender County Collector Street Plan - Pdf	Henley	37 - 96
7.	PUBLIC COMMENT		
8.	CONSENT AGENDA		
8.1.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: \$39,900 Agreement 466 - Advancing Equity - Pdf	Moser	97 - 107

8.2.	Approve a Purchase Order for a contract Medical Director in the amount of \$45,000 PO for Medical Director - Pdf	Moser	109
8.3.	Approval of the Board of Commissioner Meeting Minutes September 7, 2021 BOCC Meeting Minutes September 7, 2021 - Pdf	Cline	111 - 123
9.	APPROVALS AND RESOLUTIONS		
9.1.	Approve RFQ for Engineering Design of Sewer Extension from Pender Commerce Park to Blueberry Road RFQforUS421SewerEngineeringDesign - Pdf	Keel	125 - 131
9.2.	Approval of Budget Amendment and Purchase Order to accept North Carolina Department of Public Safety Swiftwater PPE grant awards in the amount of \$30,395.49. Swiftwater PPE grant - Pdf	Rowell/Cutler	133 - 203
9.3.	Approval of Budget Ordinance Amendment for Pender County Juvenile Crime Prevention Council; \$6,700 Budget Amendment Request	Turner	205 - 207
10.	DISCUSSION		
11.	APPOINTMENTS		
11.1.	Approval of an Appointment to the Pender County Tourism Development Authority Karen Malloy Application - Pdf	Cline	209 - 211
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.	7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/RESOLUTIONS		
22.	ADJOURNMENT		



**Pender County
Public Hearing and Resolution
Approving Grant Application 5310-
Enhanced Mobility of Senior's and
Individuals with Disabilities Program
Operated by Pender Adult Services for
FY 2021-2022: \$180,000.**

TO: Board of County Commissioners
FROM: James R. Longenbach
DATE: September 20, 2021
SUBJECT: Public Hearing and Resolution Approving Grant Application 5310-
Enhanced Mobility of Senior's and Individuals with Disabilities Program
Operated by Pender Adult Services for FY 2021-2022: \$180,000.

SUMMARY:

Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender and to select destinations in New Hanover and Duplin Counties. Patrons of this service will pay a minimum \$.50 each trip (request on and off van) for their transportation to the senior center and \$3.00 each trip to other approved destinations.

This year PAS is requesting \$180,000 from NC Department of Transportation, requiring a local match of \$90,000. **This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation.** This service is to be provided for the benefit of seniors age 65 and older and/ or have a disability, for residents and area visitors in Pender County. PAS will be subsidizing the cost of this program from their operating budget. Fares will be charged to allow a reduced amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds Fuel costs has impacted Pender Adult Services directly.

Funds for the local match are budgeted through NC Department of Transportation ROAP. A public hearing is requested to be held.

ACTION REQUESTED:

The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of \$90,000 for the Program Grant in the amount of \$180,000 for FY 2022 and approve the submission of the Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Application by Pender Adult Services, Inc.

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

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

APPLICANT: Pender Adult Services, Inc. (PAS-TRAN)

DATE: 9/20/2021

PLACE: Pender County Public Assembly Room, Burgaw, NC

TIME: 4:00PM

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) Pender County for **Pender Adult Services, Inc (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (NO public comments)

☐ (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name: Pender County for Pender Adult Services, Inc. (PAS-TRAN)		Date: 9/20/21
Meeting Location: Pender County Public Assembly Room, Burgaw, NC		
Name (please print)		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 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

FY 2023 LOCAL SHARE CERTIFICATION FOR FUNDING

Pender Adult Services Inc. (PAS-TRAN)
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ <u>206,132</u>	\$ <u>30,920</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>180,000</u>	\$ <u>90,000</u> (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ <u>120000</u>	\$ <u>12000</u> (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>506132</u>	\$ <u>42920</u>
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2023 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ _____

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Pender County for Pender Adult Services Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2023 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2022**, which has a period of performance of July 1, 2022 – June 30, 2023.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date



REQUEST FOR BOARD ACTION

ITEM NO. _____

DATE OF MEETING: September 20, 2021

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Application 5310-Enhanced Mobility of Senior's and Individuals with Disabilities Program Operated by Pender Adult Services for FY 2021-2022: \$180,000.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender and to select destinations in New Hanover and Duplin Counties. Patrons of this service will pay a minimum \$.50 each trip (request on and off van) for their transportation to the senior center and \$3.00 each trip to other approved destinations.

This year PAS is requesting \$180,000 from NC Department of Transportation, requiring a local match of \$90,000. **This local match will come from the Rural Operating Assistance Program (ROAP) and is in agreement with guidelines from NC Department of Transportation.** This service is to be provided for the benefit of seniors age 65 and older and/ or have a disability, for residents and area visitors in Pender County. PAS will be subsidizing the cost of this program from their operating budget. Fares will be charged to allow a reduced amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds Fuel costs has impacted Pender Adult Services directly.

Funds for the local match are budgeted through NC Department of Transportation ROAP. A public hearing is requested to be held.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of \$90,000 for the Program Grant in the amount of \$180,000 for FY 2022 and approve the submission of the Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

Authorization is approved for 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.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: _____

George Brown, Chairman

Date

ATTEST

Date



**Pender County
Public Hearing and Resolution
Approving Grant Applications and
Authorizing Local Share for 5311-
Community Transportation Program-
ADMIN; Operated by Pender Adult
Services for FY 2021-2022: \$206,132.
Local Share \$30,920.**

TO:	Board of County Commissioners
FROM:	James R. Longenbach
DATE:	September 20, 2021
SUBJECT:	Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2021-2022: \$206,132. Local Share \$30,920.

SUMMARY:

Pender Adult Services (PAS) acts as Transportation Coordinator for PenderCounty. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay \$3 each way for their transportation within the County and \$8 each way for transportation outside of Pender County.

This year PAS is requesting \$206,132 from NC Department of Transportation, requiring a local match of \$30,920. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of PenderCounty**. PAS subsidizes the cost of this program by approximately \$58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds. Fuel costs have impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

ACTION REQUESTED:

The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Program Administrative Grant in the amount of \$30,920 for FY 2023 and approve the submission of the CTP Grant Application by Pender Adult Services, Inc.

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

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

APPLICANT: Pender Adult Services, Inc. (PAS-TRAN)

DATE: 9/20/2021

PLACE: Pender County Public Assembly Room, Burgaw, NC

TIME: 4:00PM

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) Pender County for **Pender Adult Services, Inc (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (NO public comments)

☐ (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name: Pender County for Pender Adult Services, Inc. (PAS-TRAN)		Date: 9/20/21
Meeting Location: Pender County Public Assembly Room, Burgaw, NC		
Name (please print)		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 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

FY 2023 LOCAL SHARE CERTIFICATION FOR FUNDING

Pender Adult Services Inc. (PAS-TRAN)
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ <u>206,132</u>	\$ <u>30,920</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>180,000</u>	\$ <u>90,000</u> (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ <u>120000</u>	\$ <u>12000</u> (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>506132</u>	\$ <u>42920</u>
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2023 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ _____

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Pender County for Pender Adult Services Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2023 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2022**, which has a period of performance of July 1, 2022 – June 30, 2023.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date



REQUEST FOR BOARD ACTION

ITEM NO. ____

DATE OF MEETING: September 20, 2021

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director for Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for 5311-Community Transportation Program- ADMIN; Operated by Pender Adult Services for FY 2021-2022: \$206,132. Local Share \$30,920.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay \$3 each way for their transportation within the County and \$8 each way for transportation outside of Pender County.

This year PAS is requesting \$206,132 from NC Department of Transportation, requiring a local match of \$30,920. The administrative portion provides for the Transportation Director salary, the Transportation Director Assistant's salary, driver services and supplies, vehicle insurance, marketing materials, employee training, postage, and computer supplies, etc.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately \$58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. As of FY18, NCDOT is not allowing fares to be a primary source of local match funds. Fuel costs have impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Program Administrative Grant in the amount of \$30,920 for FY 2023 and approve the submission of the CTP Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER’S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Community Transportation Administrative Program and the local share of \$41,349 will be budgeted in Fiscal Year 2022 under 681-461920, Community Transportation Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Williams _____

George Brown, Chairman

Date

ATTEST

Date



**Pender County
Public Hearing and Resolution
Approving Grant Applications and
Authorizing Local Share for CAPITAL
Grant; Operated by Pender Adult
Services for FY 2022: \$120,.000 Local
Share \$12,000.**

TO: Board of County Commissioners

FROM: James R. Longenbach

DATE:

SUBJECT: Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for CAPITAL Grant; Operated by Pender Adult Services for FY 2022: \$120,.000 Local Share \$12,000.

SUMMARY:

Pender Adult Services (PAS) acts as Transportation Coordinator for PenderCounty. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay \$3 each way for their transportation within the County and \$8 each way for transportation outside of Pender County.

This year's capital request contains a total of \$120,000, which replaces 2 vans that has exceeded its useful life at an estimate of \$60,000 each to include vehicle lettering.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of PenderCounty**. PAS subsidizes the cost of this program by approximately \$58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. Fuel costs has impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

ACTION REQUESTED:

The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Capital Program Grant in the amount of \$12,000 for FY23 and approve the submission of the Capital Grant Application by Pender Adult Services, Inc.

ATTACHMENTS:

Important – A public hearing MUST be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD

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

APPLICANT: Pender Adult Services, Inc. (PAS-TRAN)

DATE: 9/20/2021

PLACE: Pender County Public Assembly Room, Burgaw, NC

TIME: 4:00PM

How many BOARD MEMBERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

☐ (Attached)

☐ (Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) Pender County for **Pender Adult Services, Inc (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (NO public comments)

☐ (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name: Pender County for Pender Adult Services, Inc. (PAS-TRAN)		Date: 9/20/21
Meeting Location: Pender County Public Assembly Room, Burgaw, NC		
Name (please print)		Gender: ☐ Male ☐ Female
General ethnic identification categories (check one)		
☐ Caucasian	☐ Hispanic American	☐ American Indian/Alaskan Native
☐ African American	☐ Asian/Pacific Islander	Other: _____
Color:		National Origin:

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 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

FY 2023 LOCAL SHARE CERTIFICATION FOR FUNDING

Pender Adult Services Inc. (PAS-TRAN)
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ <u>206,132</u>	\$ <u>30,920</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>180,000</u>	\$ <u>90,000</u> (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ <u>120000</u>	\$ <u>12000</u> (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>506132</u>	\$ <u>42920</u>
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2023 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ _____

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Pender County for Pender Adult Services Inc. (PAS-TRAN)** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2023 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2022**, which has a period of performance of July 1, 2022 – June 30, 2023.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date



REQUEST FOR BOARD ACTION

ITEM NO. ____

DATE OF MEETING: September 20, 2021

REQUESTED BY: Wesley B. Davis, Executive Director and James R. Longenbach, Transportation Director, Pender Adult Services Transportation (PAS-TRAN)

SHORT TITLE: Public Hearing and Resolution Approving Grant Applications and Authorizing Local Share for CAPITAL Grant; Operated by Pender Adult Services for FY 2022: \$120,000 Local Share \$12,000.

BACKGROUND: Pender Adult Services (PAS) acts as Transportation Coordinator for Pender County. They provide transportation around Pender County and to additional destinations such as Duplin and New Hanover Counties. Patrons of this service pay \$3 each way for their transportation within the County and \$8 each way for transportation outside of Pender County.

This year's capital request contains a total of \$120,000, which replaces 2 vans that has exceeded its useful life at an estimate of \$60,000 each to include vehicle lettering.

This service is required, by law, to be provided for the benefit of Department of Social Services clients. In addition, **it is available to all residents of Pender County**. PAS subsidizes the cost of this program by approximately \$58,000 annually from their operating budget; however, the fares have allowed them to reduce the amount of subsidy. Fuel costs has impacted this program directly.

Funds for the local match are budgeted under 681-461920 Community Transportation Program. NC Department of Transportation requires that a public hearing be held prior to authorizing this action.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to hold a public hearing to take public comment on this action, which has been properly advertised, to authorize the local share of the Community Transportation Capital Program Grant in the amount of \$12,000 for FY23 and approve the submission of the Capital Grant Application by Pender Adult Services, Inc.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that

authorization is approved for Pender Adult Services to submit a grant application to the NC Department of Transportation in support of state funding for the Capital Program and the local share of \$12,000 will be budgeted in Fiscal Year 2023 under 681-461920, Capital Grant Program. The Chairman/County Manager is authorized to execute any documentation necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Williams _____

George Brown, Chairman

Date

ATTEST

Date



Pender County 2021 Pender County Collector Street Plan

TO: Board of County Commissioners
FROM: Travis Henley
DATE: September 20, 2021
SUBJECT: Presentation of Pender County Collector Street Plan 2021 Update

SUMMARY:

Pender County Planning staff are pleased to present the final draft of the 2021 update of the Pender County Collector Street Plan and the Project Team will provide a presentation regarding the Plan.

Planning staff, along with the Wilmington Metropolitan Planning Organization (WMPO), and WSP began the process of updating the Pender County Collector Street Plan in late 2020, after the County initially adopted the plan in 2016. The Plan update is intended to assess and further improve the County's efforts to provide for an efficient and safe transportation network as the County continues to grow, by requiring specific roadway types in key locations that will become part of the state-maintained roadway system in the future. These roadways are required to be built as part of private developments to higher standards that will serve to convey traffic toward arterial roadways (such as US 17, US 117, and US 421).

The Collector Street Plan Update is needed primarily due to the adoption of the Pender 2.0 Comprehensive Land Use Plan, which set forth a new preferred growth scenario for the entire County when adopted in August 2018. The preferred growth scenario established by Pender 2.0 establish numerous areas identified for high-intensity, mixed use growth, and many of the proposed collector streets are designed in such a way to provide connections from those nodes to areas desired to be primarily residential. Also informing the update were multiple rounds of public engagement as well as staff experience in attempts to implement the current version of the plan, which have proven difficult. Included in the draft Plan Update are recommendations for collector streets going forward, as well as bicycle and pedestrian facilities, and base cross-sections that developers must follow when required to construct collector streets.

The full draft Plan is provided as an attachment to this item. At their September 1, 2021 meeting, the Pender County Planning Board voted unanimously to recommend approval of the Plan as written. The Plan is being presented here for informational purposes and will be presented again during the 7:00 PM agenda on October 18, 2021 for formal adoption.

ATTACHMENTS:

1. Final Draft - Pender County Collector Street Plan 2021 Update

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AN UPDATE TO THE
2016 PENDER COUNTY COLLECTOR STREET PLAN



DRAFT

ACKNOWLEDGEMENTS



PENDER COUNTY BOARD OF COMMISSIONERS

George Brown, Chairman
Fred McCoy, Vice-Chairman
Jackie Newton
David Piepmeyer
David Williams

PENDER COUNTY PLANNING BOARD

Theo McClammy, Chairperson
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Jeff Beaudoin
Commissioner David Piepmeyer (Alternate)

PENDER COUNTY PLANNING & COMMUNITY DEVELOPMENT

Travis Henley, MPA, CFM, Director
Vanessa Lacer, MPA, Long Range Planner



WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION

Mike Kozlosky, Executive Director
Abby Lorenzo, Deputy Director
Rachel McIntyre, PLA, Associate Transportation Planner



CONSULTANT TEAM

Will Letchworth, PE
Shivang Shelat, AICP
Katharine Mather, AICP
Sarah Parkins, AICP

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PENDER COUNTY STREETS PLAN 2021



The Wilmington Urban Area Metropolitan Planning Organization (WMPO), by request and in partnership with the Pender County Planning and Community Development Department (Planning Department), has commissioned an update to the 2016 Pender County Collector Street Plan (the 2016 Plan) to determine future transportation needs in southeastern Pender County.

The 2016 Plan developed recommendations for new collector street alignments and bicycle and pedestrian facilities. Upon implementation of the 2016 Plan, the rigidity and specificity of the collector street recommendations, as well as the lack of consideration for natural resources, North Carolina Department of Transportation (NCDOT) design requirements, and the realities of development in a coastal county, have created multiple requests for variances and pushback from the development community. Southeastern Pender County has seen high growth rates since 2016 and changes in regional plans and projects such as the adoption of the WMPO's 2045 Metropolitan

Transportation Plan (MTP), the NCDOT 2020-2029 State Transportation Improvement Program (STIP), an update to Pender County's land use plan in 2018, and the progression of the US 17/Hampstead Bypass, necessitates an update to the 2016 Plan that addresses future transportation needs while affording flexibility in implementation.

This report details the planning process undertaken between January 2021 and June 2021 to update the 2016 Plan and the resulting recommendations.

STUDY AREA

This 2021 Plan Update (the Update) maintains the same study area used in the 2016 Plan. The study area is bordered by NC 210 to the north, the Pender/New Hanover County boundary to the east and south, and Black River to the west. Figure 1-1 on the following page shows the study area.

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PENDER COUNTY STREETS PLAN 2021

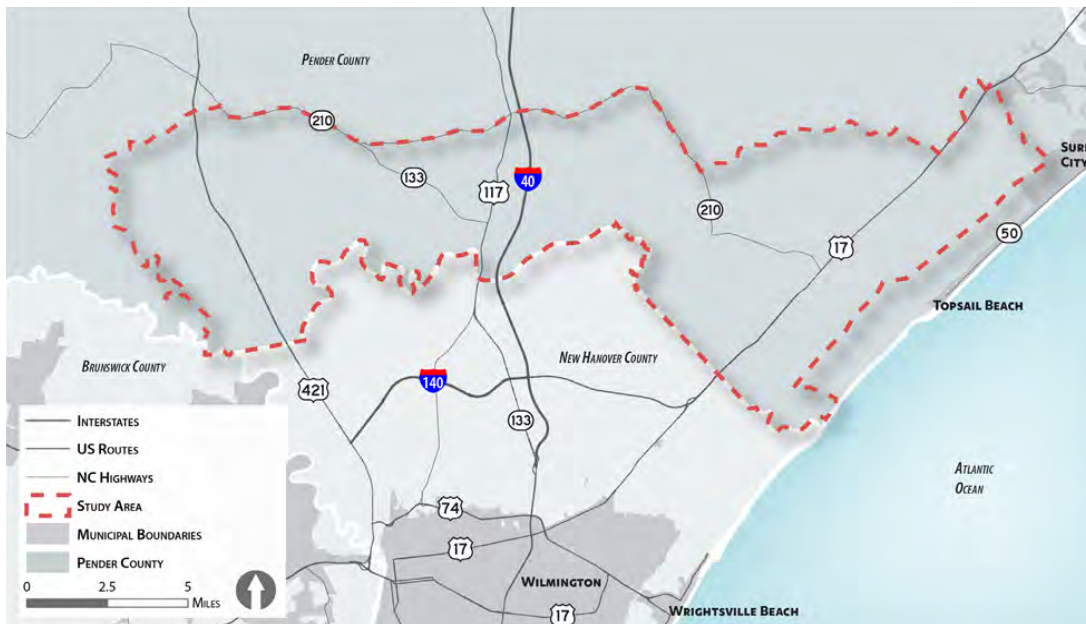


Figure 1-1 | *Collector Street Plan Study Area*



Existing Collector Street, Sloop Point Loop Road

WHAT ARE COLLECTOR STREETS?

Collector streets are defined as streets that connect local roads and neighborhoods to arterial roadways. Examples of collector streets in the study area include Country Club Drive, Sloop Point Loop Road, NC-133, and Hoover Road. Collector streets are typically two lanes, two to three miles in length, have speed limits between 25 and 45 miles per hour, and accommodate lower volumes of traffic.

Collector streets serve a number of important functions within the street network. They are very important in reducing congestion on arterial roads by equitably distributing the traffic burden so that shorter, local trips use the collector street system and long-distance trips remain on the arterial streets. Another important benefit is providing enhanced mobility opportunities for all roadway users, including emergency service providers, pedestrians, bicyclists, and municipal services.*

*There are no municipalities within the study area.

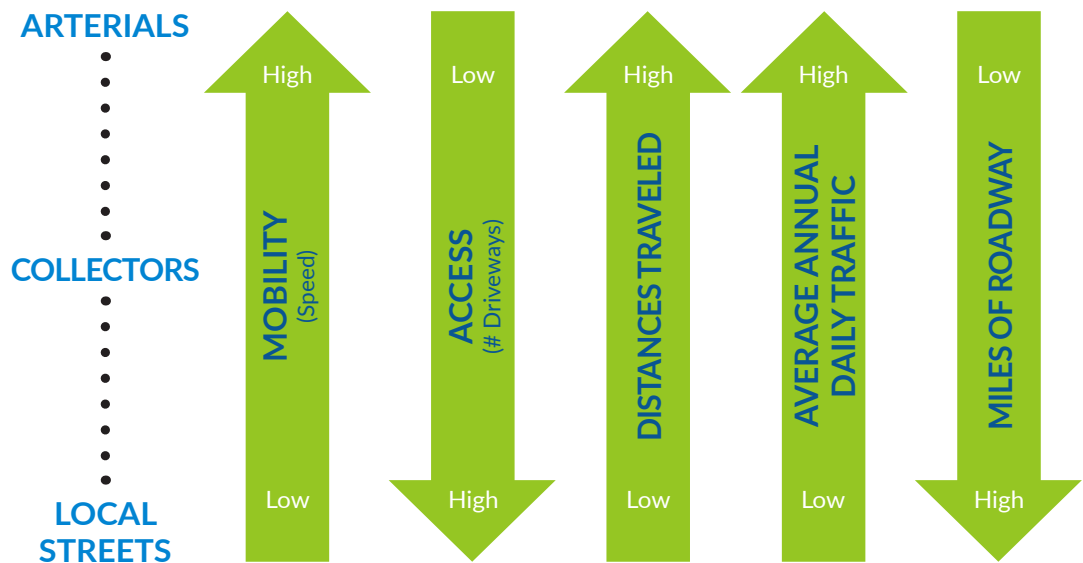


Figure 1-2 | Functional Classification of Roadways

COLLECTOR STREETS IN THE FUNCTIONAL CLASSIFICATION SYSTEM

Roadways serve two primary functions: mobility, the ability to move from one place to another; and access, opportunities for entry to/exit from specific locations (driveways) along a route. Most roadways provide a combination of mobility and access. In terms of function, there are three general categories of roadways:

Arterials

Arterial roadways provide a high level of mobility and are used mostly for long-distance travel. Some arterials are designed as controlled access or partially controlled access facilities. These facilities, which include Interstates, freeways, and expressways, limit the number of locations where vehicles can enter or exit. Examples in the study area include I-40 and I-140. Other arterials are designed with signalized

intersections to control traffic flow. In these cases, the arterial roadway receives most of the green time. Examples in the study area include US 421 and US 17.

Collectors

Collector streets provide a balance between mobility and access. For more information on collector streets, refer to the previous section on page 2.

Local Streets

Local streets provide a high level of access. With many driveways providing direct access to adjacent land uses, local streets are not designed to carry through traffic. According to the Federal Highway Administration (FHWA), often, after all arterials and collector streets have been identified, the remaining roadways are classified as Local Streets by default.

Figure 1-2 above illustrates the hierarchy of and differences between the roadway classifications.

Source: https://www.fhwa.dot.gov/planning/processes/statewide/related/highway_functional_classifications/section02.cfm

“To improve connectivity, inform land development, maintain acceptable levels-of-service on existing roadways, ensure conservation of natural areas, and provide a safe and high-quality transportation network for residents, businesses, and visitors using all modes of travel. ”

-2016 Pender County Collector Street Plan Vision

VISION AND GOALS

This Update builds upon the 2016 Plan. The analysis and recommendations incorporate new data and analysis techniques to provide better direction for obtaining the vision and goals of the 2016 Plan.

The vision for this Update, carried forward from the 2016 Pender County Collector Street Plan, is as follows:

The purpose of a collector street plan for Pender County is to guide investment in new collector streets to improve connectivity, inform land development, maintain acceptable levels-of-service on existing roadways, ensure conservation of natural areas, and provide a safe and high-quality transportation network for residents, businesses, and visitors using all modes of travel.

In order to achieve this vision, the 2016 Plan established the following goals, which remain in place for this Update:

- 1** Develop a realistic and feasible network of collector streets that support the local street and arterial system
- 2** Work with the development community to ensure proper connectivity and collector street design
- 3** Be sensitive to environmental issues and “build-in” context-sensitive design approaches where applicable
- 4** Integrate multimodal design features into the street design that support walkability and bikability





2016 PENDER COUNTY COLLECTOR STREET PLAN

The 2016 Pender County Collector Street Plan (the 2016 Plan) surveyed existing conditions, conducted public outreach, developed recommendations, and identified design requirements and policy strategies. New and existing collector street recommendations were developed based on analysis of existing land use and trip generation into a "Preferred Scenario." This "Preferred Scenario" is presented in Figure 2-1 on the following pages. Nine typical sections were identified and categorized into five groups for implementation. Each collector street recommendation was assigned to one of these five groups. The typical sections in each group vary in the multimodal facilities provided to allow flexibility in implementation.

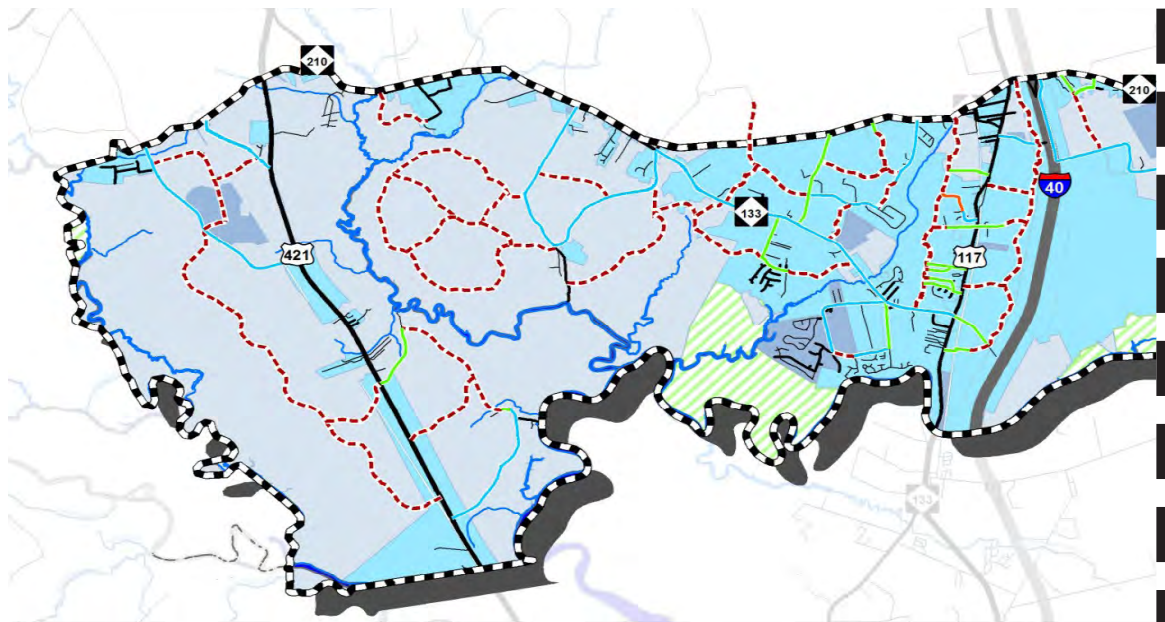
Additionally, the 2016 Plan proposed eleven supporting policy recommendations that addressed

stormwater integration, street spacing and access, multimodal facility integration, traffic impact analyses, environmental conservation, and maintenance.

The 2016 Plan was used as the basis to begin the analysis for this 2021 Plan Update (the Update), though new data was used when available.

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PENDER COUNTY STREETS PLAN 2021



Legend

Proposed Collectors

- Existing Collector Standards
- Existing Roads - Need Improvement
- Planned Connections
- Preferred Scenario

Roadways

- Interstate
- NC and US Routes
- Local Roads
- Hampstead Bypass

Land Use Intensity

- Environmental Conservation
- Low Intensity
- Medium Intensity
- High Intensity

Other Symbols

- Study Area
- Lakes and Ponds
- Streams
- County Boundaries

LAND USE INTENSITY/ TYPE OF COLLECTOR STREET	INTENSITY	ACCESS FUNCTION	APPROX. STREET SPACING
No Collector Streets (Environmental Conservation)	Little to No Development	N/A	N/A
Lowest Intensity (Rural Agricultural)	Less than 2 Dwelling Units per Acre	Highest	3,000 to 6,000 feet apart
Medium Intensity (General Business, General Industrial, Industrial Transition, Manufactured Housing Community, Residential Performance)	2 to 4 Dwelling Units per Acre	High	1,500 to 3,000 feet apart
High Intensity (Residential Mixed, Office Institutional, Planned Development)	More than 4 Dwelling Units per Acre/Activity Nodes	Medium	750 to 1,500 feet apart

NOTE: Table included as part of Figure 2-1

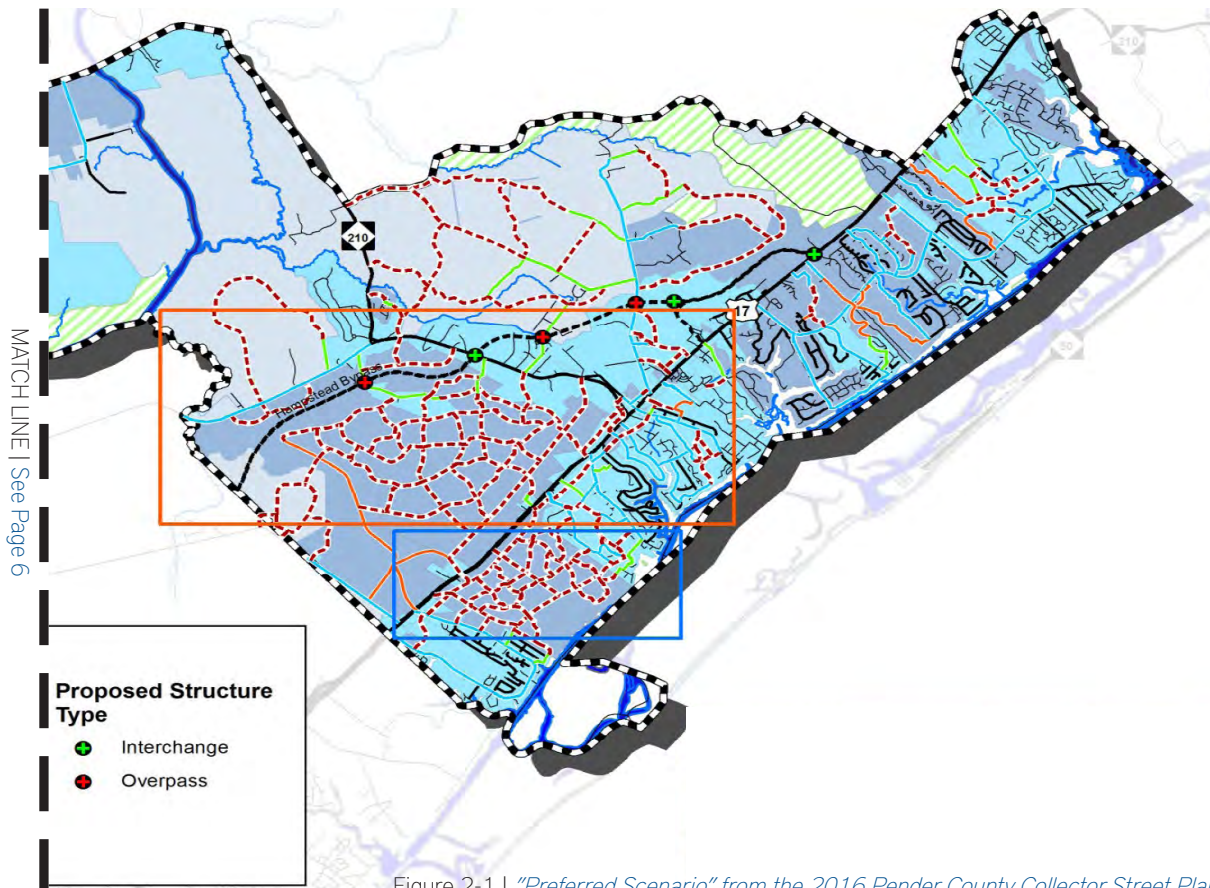


Figure 2-1 | "Preferred Scenario" from the 2016 Pender County Collector Street Plan

REGIONAL PLANNING DOCUMENTS

Cape Fear Moving Forward 2045 Metropolitan Transportation Plan

The WMPO's adopted Metropolitan Transportation Plan (MTP), Cape Fear Moving Forward 2045, provides a multimodal transportation framework to guide future transportation investment within the WMPO's boundary. MTPs are fiscally constrained,

meaning only projects that can be constructed with expected funding are included. This differs from a collector street plan, where recommendations are made in advance of known funding and, therefore, the plan can guide future transportation projects as funding becomes available. As most collector streets will be funded and constructed as part of new developments, these streets are typically funded from private sources.

Table 2-1 on the following page presents the roadway projects identified in the 2045 MTP that are within

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PENDER COUNTY STREETS PLAN 2021

the study area. The recommendations made in this Update assume the implementation of these projects.

NCDOT 2020-2029 STIP

The NCDOT 2020-2029 State Transportation Improvement Program (STIP) identifies the schedule and funding of all transportation projects to be conducted by NCDOT over the next ten years. Table 2-2 below presents the roadway projects identified in the 2020-2029 STIP that are within the study area. The recommendations made in this Update assume the implementation of these projects.

Pender 2.0: Comprehensive Land Use Plan

Pender 2.0: Comprehensive Land Use Plan (Land Use Plan) was adopted in August 2018 to guide the future growth of Pender County by addressing needs related to environmental protection, community facilities and services, and future land use. The Land Use Plan identifies 12 land use classifications for parcels located in unincorporated parts of the county. (There are no incorporated areas within the study area.) These land use classifications are presented in Figure 2-2 on the opposite page.

MTP PROJECT NUMBER	PROPOSED PROJECT	PROPOSED PROJECT LIMITS	HORIZON YEAR
RW-6	Hoover Road Widening	Hoover Road from US 17 to Blue Clay Road	2030
RW-13	Godfrey Creek Road Extension	Godfrey Creek Road from Godfrey Creek to Saint Johns Church Road	2035
RW-18	Sloop Point Road Widening	Sloop Point Road from US 17 to road terminus	2040
RW-23	Sidbury Road Widening	Sidbury Road from Blue Clay Road to US 17	2045
RW-29, 30, & 31	Center Drive Extension	Center Drive from about 600' east of US 17 along Whitebridge Road to roughly 1,000' east of US 17 along Scotts Hill Lopp Road	2045
RW-35	Harrison Creek Road Extension	Harrison Creek Road from an extension of Holliday Dr to Realigned intersection of US 17 and Washington Acres Rd	2045
RW-166	Future NC417/Hampstead Bypass & Sidbury Road Interchange*		2035

Table 2-1 | 2045 MTP Projects within the Study Area

STIP PROJECT NUMBER	PROPOSED PROJECT	PROPOSED PROJECT LIMITS	CONSTRUCTION FISCAL YEAR (FY)
R-3300	Hampstead Bypass	US 17 at Long Leaf Drive to I-140	FY 2022**
U-5732	US 17 Conversion to Superstreet	Washington Acres Road to Sloop Point Road	FY 2029**

Table 2-2 | 2020-2029 STIP Projects within the Study Area

*Project located in New Hanover County but significant for the study area

**Construction Fiscal Years taken from the May 2021 STIP

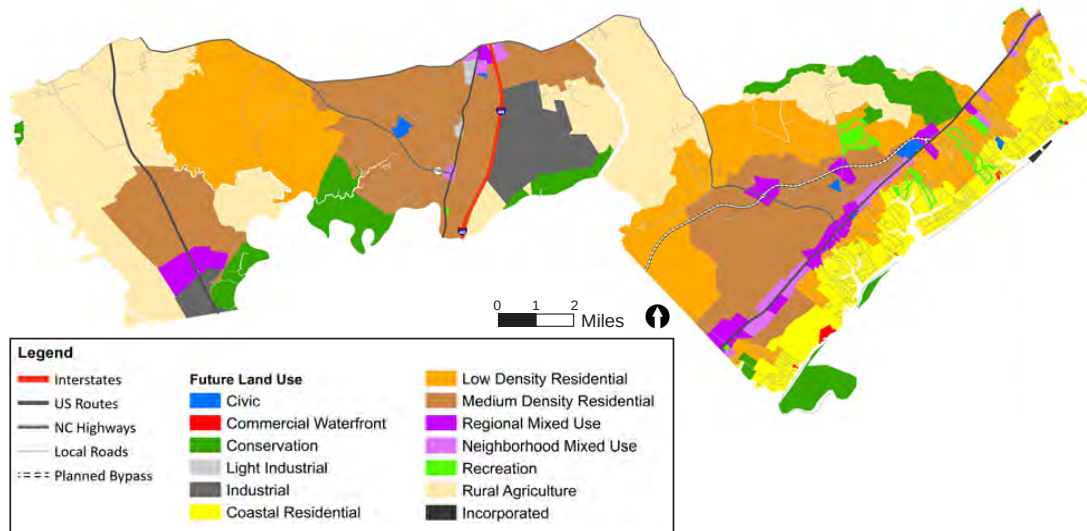


Figure 2-2 | *Pender County Future Land Use Map*

The majority of future land use classifications within the study area are residential. Mixed-use classifications are concentrated along US 17 and in isolated pockets along US 117 and NC 210. Rural agriculture classifications are located adjacent to US 421 and along the Northeast Cape Fear River. The only industrial classifications within the study area are located east of I-40 and along US 421 near the southern edge of the study area boundary.

Land use classifications within the study area are notably denser than in other unincorporated areas of Pender County—almost all residential and mixed-use classifications are concentrated within the study area. This is reflective of the influence of urban growth from New Hanover County. Within the study area, the densest classifications are adjacent to the arterial roadways that directly connect Pender and New Hanover Counties including US 17, US 117, the southern portion of US 421, and NC 133.

These land use classifications were used as the basis for the development of recommendations prepared in this Update.

NATURAL AND BUILT ENVIRONMENT

A review of the natural and built environment was conducted through desktop analysis and WMPO GIS shapefile data. This review was not intended to serve as a formal environmental review, but rather to guide the development of recommendations. Implementation of the recommendations made in this Update is subject to compliance with all necessary environmental reviews and/or permitting requirements.

The high-level review revealed that protected lands, including Natural Heritage Areas and state-owned lands, are located throughout the study area but concentrated west of US 421, south of NC 133 between US 421 and US 117, and west and east of the Northeast Cape Fear River (see Figure 2-3 on the following page). Data from the National Wetland Inventory and the North Carolina Flood Risk Information System were used as wetland and floodplain sources, respectively. These sources indicated that potential wetlands and 100-year floodplains are scattered throughout the study area.

PENDER COUNTY STREETS PLAN 2021

but are concentrated at the previously identified protected lands and between US 117 and I-40 and south of NC 210/Island Creek Road between the study area boundary and US 17. These natural resources were combined with future land use data to serve as the basis for the recommendations made in this Update.

Excluding the existing built areas east of US 17, the study area is mostly undeveloped. Concentrations of existing development include residential development between Clarks Landing Road and US 117, and small-scale residential developments along NC 210 between the Northeast Cape Fear River and US 17. Considering the extent of future residential classifications from the Land Use Plan, there is high potential for future development within the study area.

TRAFFIC CONDITIONS

Existing traffic patterns and volumes were derived from StreetLight Data and Average Annual Daily Traffic (AADT) data from NCDOT. One key difference between these two datasets is that AADT presents the traffic volumes of an average day in 2019, without accounting for seasonal or daily fluctuations. The StreetLight Data extracted for this analysis

presents traffic volumes on an average day in the months of March and October of 2019, when traffic volumes are typically representative of normal traffic patterns. The chosen analysis year was 2019 due to abnormal travel patterns in 2020 related to the COVID-19 pandemic.

NCDOT AADT data indicates that the average daily traffic volume along US 17 is approximately 36,000 vehicles per day (vpd) north of Belvedere Drive; 43,500 vpd between NC 210 and Belvedere Drive; and 40,000 vpd south of NC 210. The daily traffic volume along NC 210 averages 9,300 vpd near the intersection with US 17; 2,100 vpd near the intersection with NC 133; and 15,000 vpd between I-40 and US 117. Along US 117, daily traffic volume ranges between 7,000 and 14,000 vpd. Daily traffic on NC 133 averages from 11,000 vpd at US 117 to 2,300 vpd at US 421. Average daily traffic on US 421 varies from 5,700 vpd at NC 133 to 7,600 vpd near the Pender/New Hanover County border.

As NCDOT AADT data does not indicate the distribution of traffic, StreetLight Data was used to provide this information. Figure 2-4 on the opposite page presents the study area, divided in two halves by the Northeast Cape Fear River. Based on the StreetLight Data analysis, the western and eastern

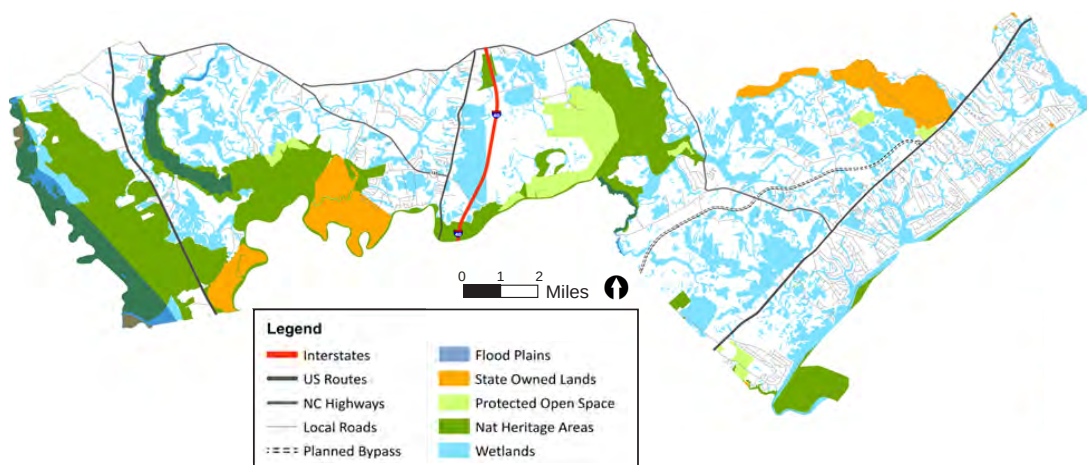


Figure 2-3 | *Natural Resources in the Study Area*

halves generated 21,710 and 74,850 daily trips in 2019, respectively. See Appendix A for StreetLight Data outputs.

In the western half, 24% of trips remained within this half of the study area; 60% of trips were to or from New Hanover and Brunswick Counties; and only 15% of trips traveled to and from north of the study area. There was a high volume of pass-through traffic, 38,250 vpd, in the western half due to the presence of multiple north-south routes including I-40, US 421, and US 117. In the eastern half, 38% of the trips remained within this half of the study area; 38% of trips traveled to and from New Hanover County; and 23% of trips traveled north of the study area. In addition to those trips, there were about 16,200 daily trips that traveled through the eastern half of the study area. Approximately 900 daily trips are made between the eastern and western halves of the study area, which accounts for the remaining 1% of total trips in each half.

NCDOT AADT data was used to develop future traffic projections along existing arterial roads. The historical AADT values at various locations along these roads were tabulated and projected to future year 2045 using a straight-line projection method. These values

were compared to the roadway capacity and Travel Demand Model-based travel projections, which are discussed in the Methodology section of this Update.

TRAFFIC MODELING

The latest update to the WMPO's adopted Travel Demand Model (TDM) occurred in November 2020. The TDM projects travel demand based on projected population and employment levels in 2045 while assuming the infrastructure improvements in the MTP. The TDM has been an appropriate tool for forecasting needs in more urban New Hanover County, but analysis performed during this Update indicates that the population and employment projections for Pender County may not be reflective of development patterns as the rate of development is typically higher. This difference is further distorted due to the adoption of the Land Use Plan, which dedicates more land for higher density development than what was assigned in the previous land use plan and TDM. As the TDM only features major arterial roads within the study area, the TDM is unable to provide a sufficient basis for the development of collector streets.

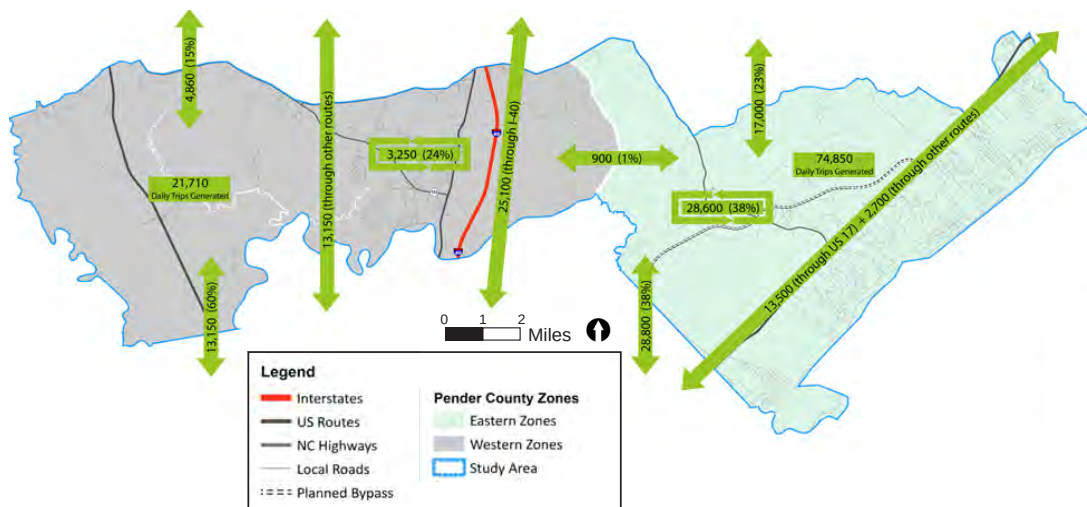


Figure 2-4 | *StreetLight Data Traffic Distribution*

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For the development of this Update, the TDM was used to determine the daily vehicle carrying capacities of each roadway classification. These capacities were compared with the traffic projections based off of AADT values and those from the TDM to determine which roadway segments may be over capacity in the future on a daily volume basis and peak-hour basis. Appendix B presents the calculations used for this comparison.

The analysis suggested the daily traffic volumes on almost all arterial roads will be lower than their daily carrying capacity. However, during peak hours, many portions of US 17 and NC 210 may experience significant congestion. The AADT projections for

US 17 were highly overestimated because they did not consider the distribution of traffic related to the future Hampstead Bypass. However, even after adjusting the volumes to consider the future bypass, US 17 may still experience congestion at certain locations during peak hours. This conclusion, combined with the earlier observation that there is a significant volume of intra-zonal trips in the region, indicates collector streets parallel to US 17 may be required to address local traffic needs and alleviate congestion on US 17.



PUBLIC OUTREACH AND STAKEHOLDER ENGAGEMENT

Two periods of public outreach and stakeholder engagement were held during the development of the 2021 Plan Update (the Update). Key takeaways from the engagement periods are highlighted below. Detailed summaries and findings from each engagement period are presented in Appendix C.

PHASE I (MARCH/APRIL 2021)

The first round of public engagement was held in March and April 2021 to seek feedback on the 2016 Pender County Collector Street Plan (the 2016 Plan), identify conditions that have changed since 2016, and understand current transportation and development needs and concerns. An online survey provided the opportunity for public comments and 440 responses were received. Members of the development and real estate community were included through a parallel online survey and a Stakeholder Steering Committee meeting.

Responses and feedback received during this engagement period were used in the development of the draft recommendations.

PHASE I PUBLIC SURVEY RESULTS

Results of the public survey indicated most respondents experience delays during their daily travel during peak times and that seasonal travel impacts related to tourism often lead to considerable delays. Responses further indicated delayed travel times are typically experienced along US 17, specifically at the intersections of NC 210, County Club Road, Topsail Schools, Sloop Point Road, and Washington Acres Road. Seventy-seven percent of respondents also noted US 17 as a concern through a separate comment.

When asked if respondents would walk or bike more often within the study area if better, safer facilities were available, 58% of respondents answered yes, 22% answered no, and 20% answered maybe.

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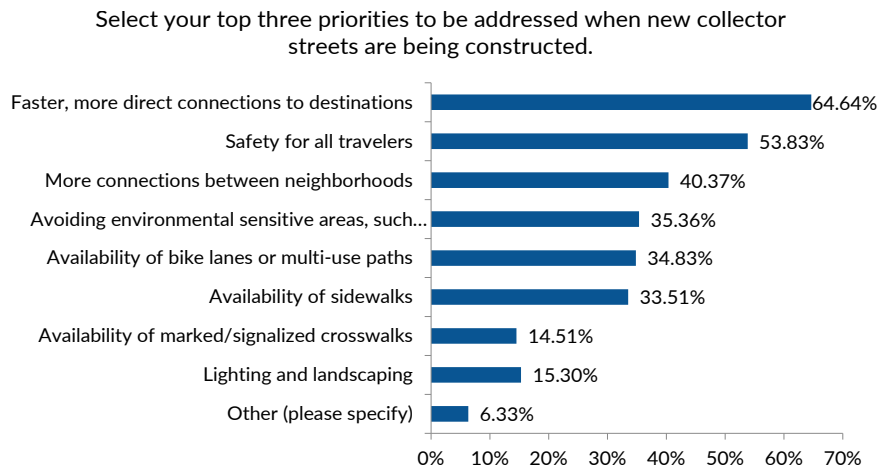


Figure 3-1 | *Transportation Priorities Identified in the First Public Survey*

Finally, respondents were asked to select their top three transportation priorities from a list of eight options. Responses to this question are shown in Figure 3-1 above.

DEVELOPER SURVEY AND STAKEHOLDER MEETING I RESULTS

The developers survey received three responses, which are recorded in Appendix C.

Stakeholder meeting participants indicated the 2016 Plan was generally not helpful for guiding development and site plan design. Further, participants indicated general infrastructure needs, such as utilities and schools, were barriers to future development in addition to transportation and traffic needs. Figure 3-2 on page 15 presents the selection of transportation elements participants saw as important for future development.

PHASE II (MAY/JUNE 2021)

In order to present the draft recommendations to the public and collect feedback on various elements of the recommendations, an ESRI Storymap website was developed. The website was available

from May 17th until June 21st 2021. The website, made available at www.tinyurl.com/PenderStreets, included four sections: Overview, Methodology, Draft Recommendations, and Next Steps. An interactive map of the draft recommendations was available for users to see the recommendations in detail. Survey questions were asked throughout the website using ESRI's Survey123 tool. Eight questions were asked, in addition to 11 optional demographic questions. In total, there were 639 unique visitors to the website, and 22 individuals completed at least one survey question.

PHASE II PUBLIC SURVEY RESULTS

Questions asked respondents to rate how they felt about the proposed collector street recommendations, broken up by region, on a scale from strongly disagree to strongly agree. There was a total of 13 responses for each of the three questions. Figure 3-3 on page 15 shows the results for each region. It can be inferred from the results that most respondents agree with the collector street alignment recommendations. Another question asked respondents to rate their opinion of the proposed bicycle and pedestrian recommendations. A total of 12 responses were received, shown in Figure 3-4 on page 15. A majority of the respondents strongly agreed with the proposed recommendations.

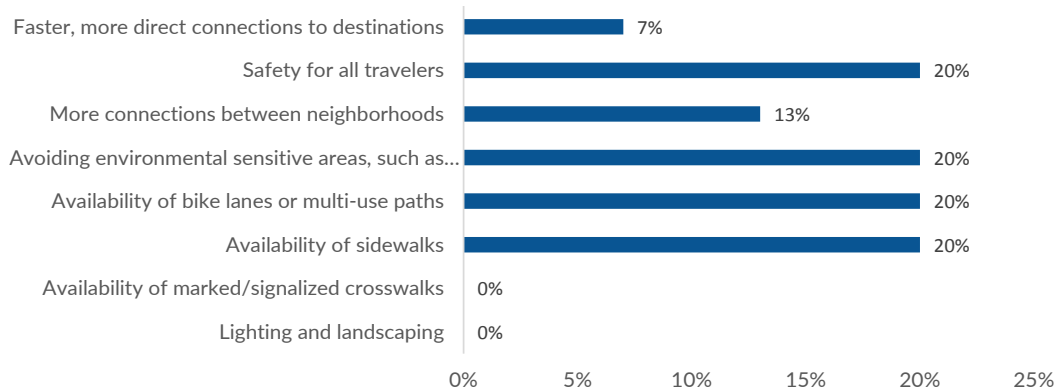


Figure 3-2 | *Development Preferences Identified in the First Stakeholder Meeting*

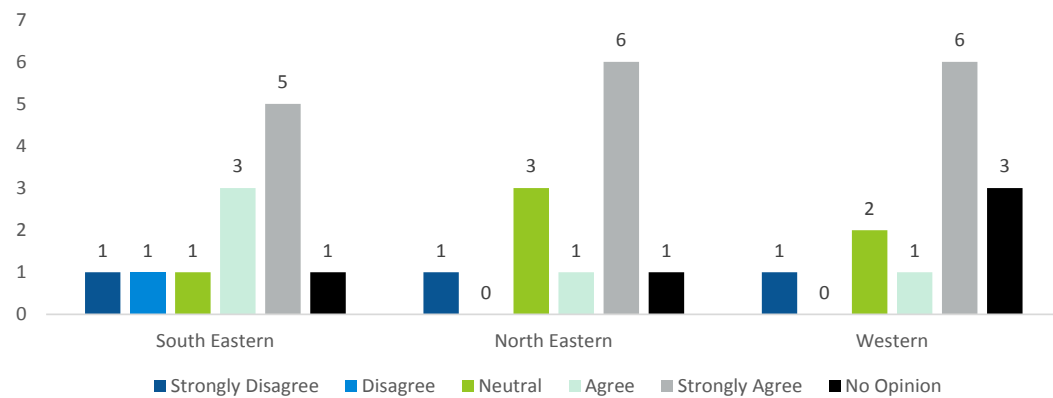


Figure 3-3 | *Survey Results – Respondent Opinions on Collector Street Recommendations*

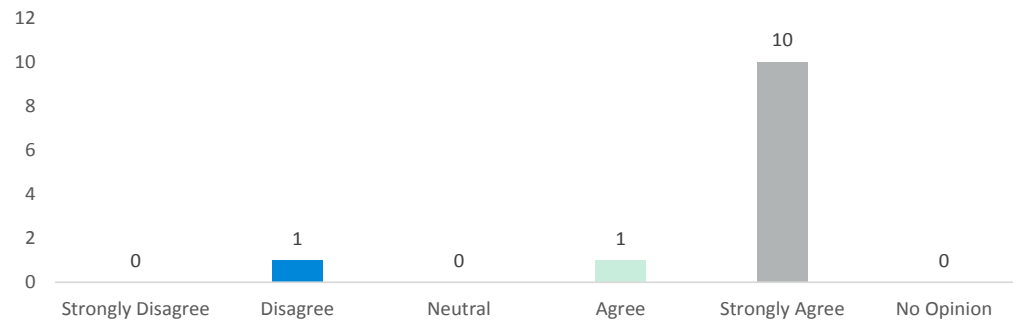


Figure 3-4 | *Survey Results – Respondent Opinions on Bicycle and Pedestrian Recommendations*

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STAKEHOLDER MEETING II RESULTS

A second stakeholder meeting was held on May 20, 2021 to review and discuss the draft recommendations and collect feedback from the Stakeholder Steering Committee. The purpose of the meeting was to present data collected on current travel patterns, the methodology developed to determine future collector street needs, the geographies of proposed collector streets, and recommendations for street cross sections, with multimodal facilities.

There was some concern from attendees that the cross sections presented were too limiting and that the Update should establish design minimums rather than prescribe exact cross sections. It was voiced that the decision to use a clear zone versus a curb and gutter should be left up to the developer based on site conditions and constraints. It was also noted that bicycle and pedestrian network contiguity should be taken into consideration as far as the types of facilities provided in the cross section. Finally, there was a discussion regarding the need for Pender County Planning and Community Development (Planning Department) staff to work with developers to ensure that collector streets are designed to stub out to developable and feasible locations on adjacent parcels to avoid any uncrossable environmental features regardless of the gap in time between developments.



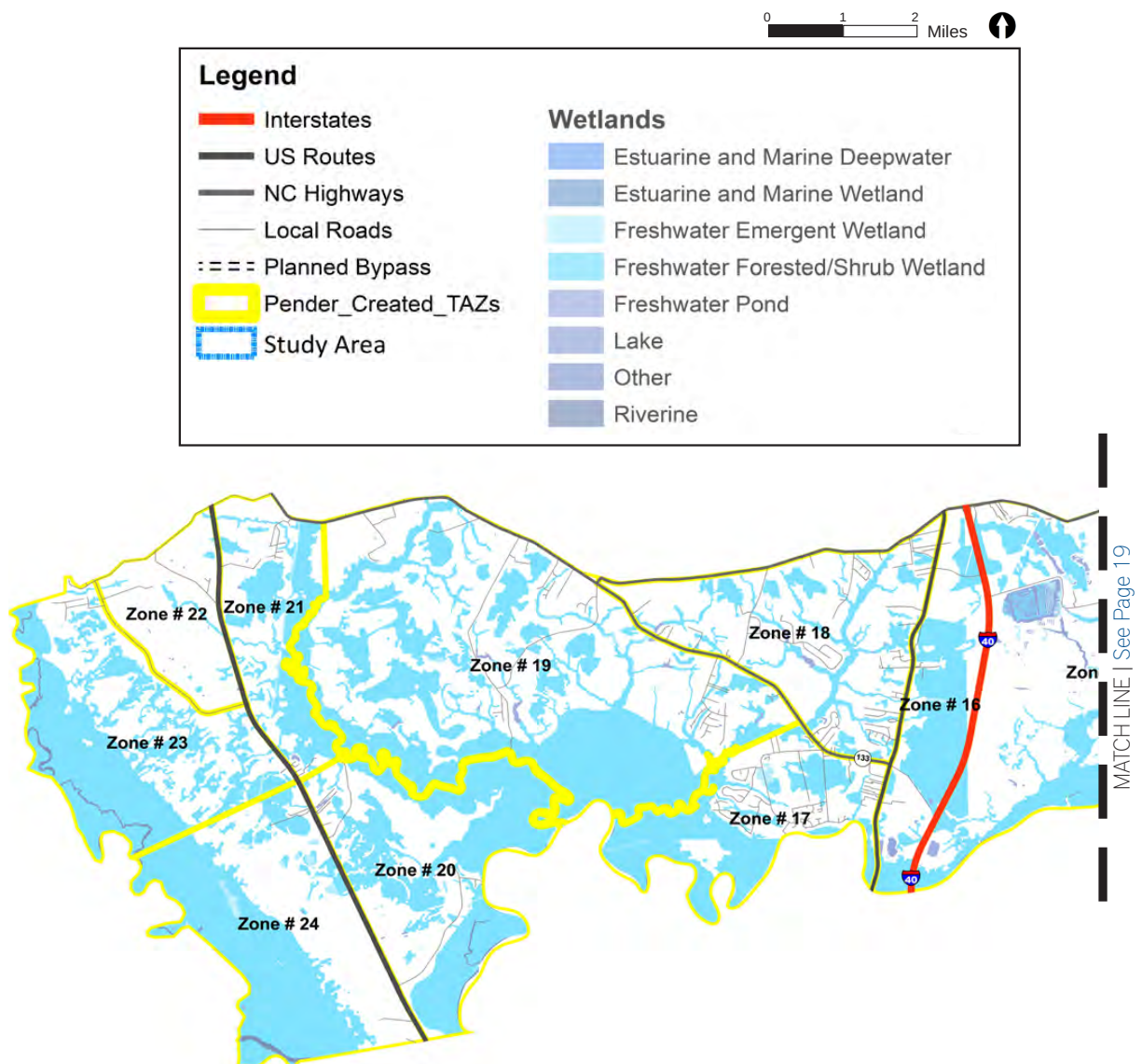
DEVELOPMENT OF COLLECTOR STREET RECOMMENDATIONS

WMPO's Travel Demand Model (TDM) was compared against the future land use classifications identified in Pender County's 2018 future land use plan, Pender 2.0: Comprehensive Land Use Plan (Land Use Plan). As discussed in the previous section, this comparison indicated the TDM projections likely underestimate future growth, and therefore projections would need to be revised as part of this 2021 Plan Update (the Update).

Collector street recommendations were developed by calculating potential future travel demand and from input received during public outreach and stakeholder engagement. The process for developing these projections is outlined on the following pages.

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STEP 1

Identify Travel Demand Zones

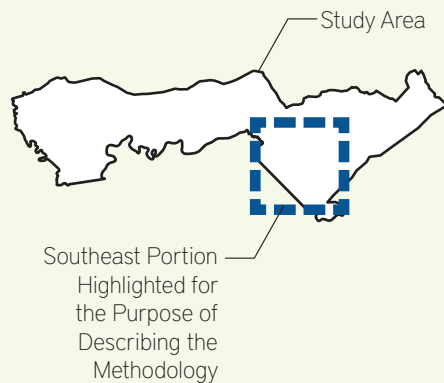
Since new trip projections were needed, the study area was subdivided into smaller areas to mimic how Traffic Analysis Zones (TAZs) are used in the TDM. The boundaries of the modified TAZs were identified through the existing arterial street network, parcel boundaries, and physical boundaries, such as the Northeast Cape Fear River. Trips within each modified TAZ typically feed onto a single arterial road. Using this method, 24 modified TAZs were identified within the study area and are presented in Figure 4-1 below.



Figure 4-1 | *Modified Traffic Analysis Zones*

NOTE

While this methodology was applied across the entire study area, the corresponding images represent the analysis done in the southeast portion only.



STEP 2

Project Future Development and Density

Residential and mixed-use classifications identified in the Land Use Plan were selected as the basis of analysis since most travel is generated from homes and typically requires the use of a collector street. Non-home-based travel is typically routed along arterials where workplaces and commercial development are usually located. Figure 4-2 shows the residential and mixed-use zones in the southeastern part of the study area.

From these residential and mixed-use areas, undeveloped or underdeveloped areas were identified for further analysis. These areas were further refined by removing natural resources likely to inhibit development such as wetlands, 100-year floodplains, and protected lands. The areas remaining (see Figure 4-3) represent the areas that could be developed in the future and would be the primary sources of new traffic.

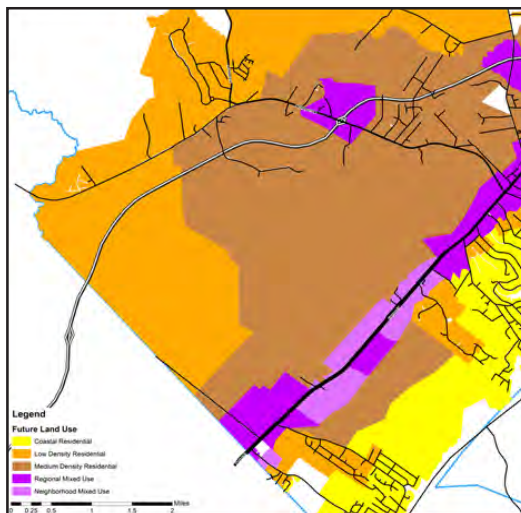


Figure 4-2 | Residential and Mixed Land Uses

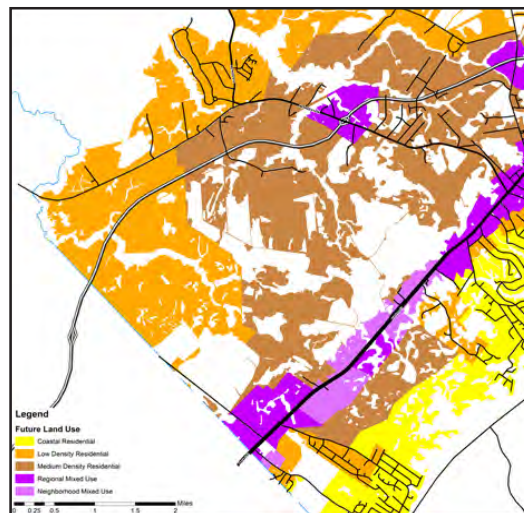


Figure 4-3 | Developable Residential Zones

STEP 3

These areas were subdivided into 10-acre subunits to assign projected household density. Density was expressed as the number of households within each 10-acre subunit and was assigned based on the specific residential classification from the Land Use Plan and the corresponding allowable units per acre specified in Pender County's Unified Development Ordinance (UDO). These subunits and associated densities are presented in Figure 4-4. The density assignment allowed for the potential future number of households to be projected.

Project Future Travel Demand and Develop Recommendations

The WMPO TDM uses various household characteristics such as household size, income, and number of vehicles to determine the number of daily trips that a given household will generate. These factors average to each household generating approximately 6.67 trips per day (see Appendix B for calculations). Although this rate pertains to the entire WMPO jurisdiction, the project team determined this rate was the most accurate local representation of travel demand. The potential daily trips from each 10-acre subunit were aggregated to determine the daily trips generated from each modified TAZ, as depicted in Figure 4-5.

A variety of factors influence the rate and pattern of development. While high rates of growth are anticipated in the study area in the upcoming decades, a full buildout would be an unrealistic expectation and could disproportionately

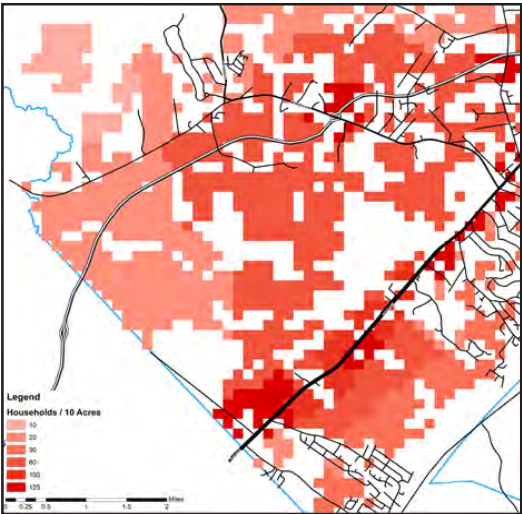


Figure 4-4 | Modified Traffic Analysis Zones

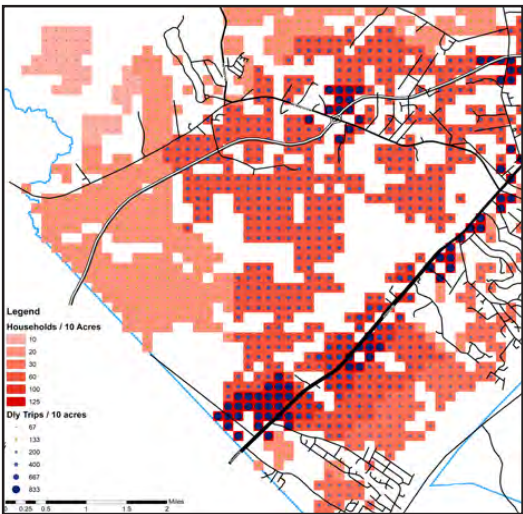


Figure 4-5 | Daily Trips Generated from Each 10-acre Subunit

influence growth needs. Additionally, development requirements such as setbacks, open space requirements, and public infrastructure limit the buildable area of any parcel. For example, a 25-acre parcel where the Land Use Plan allows 4 units per acre can theoretically build 100 houses. But 20% of this parcel is designated wetland and the developer will need to build 5 units per acre in the remaining 20-acre land to achieve full buildout. Moreover, after adding requisite roadways, setbacks, green spaces, etc., the developer loses an additional 4 acres, which means the remaining 16 acres will need 6.25 units per acre to come up with 100 houses. However, development and real estate market research shows that, in this area, quarter-acre parcels are most in demand and will yield the highest profit. Applying this industry knowledge to the example parcel would yield only 64 homes out of the maximum permissible 100 homes, leading to 36% unrealized real estate and by extension, unrealized trip generation.

Similar situations can occur at varying degrees across all parcels in the study area, where the range of unrealized real estate can vary from 5% to 60% depending on the parcel. A cursory analysis and discussions with Pender County led to the conclusion that, overall, these land and market inefficiencies will result in approximately 25% fewer households than that permitted by the Land Use Plan. Fewer households will collectively produce 25% fewer daily trips and the collector streets plan should account for this reduction. Therefore, trip projections were reduced by 25% to take this into account. This would mean that for a TAZ where daily additional trips were calculated to be 10,000, the number of trips would be reduced to 7,500. The daily travel demand numbers shown in Figure 4-6 reflect these reductions.

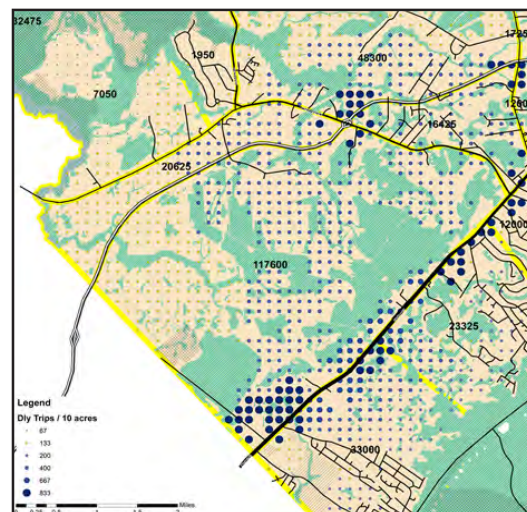


Figure 4-6 | *Daily Trips Aggregated to Traffic Analysis Zones*

STEP 4

Identify Location of Future Collector Streets

A two-lane road posted at 35 miles per hour can carry approximately 18,000 vehicles per day (2012 FDOT Quality/Level of Service Handbook). The projected number of trips within each modified TAZ can be compared to this benchmark to determine the number of collector streets necessary for each modified TAZ. For several TAZs, the existing collector street network is sufficient to carry additional traffic, whereas the geometry of some TAZs made the addition of a collector street infeasible. Figure 4-7 shows potential alignment options in the southeastern portion of the study area.

For modified TAZs where new collector streets were warranted, parcel boundaries, natural resources, potential traffic volumes, and intersection density along arterials influenced the recommended locations of new collector streets. Additionally, several arterials warranted parallel collector streets to provide sufficient capacity. Figure 4-8 shows how the potential alignments were further refined to form polygons which denote areas with the highest probability to align a collector street.

To understand the effect that recommended collector streets would have on the existing roadway network, projected trips were assigned onto the existing network based on travel demand generation. While full analysis would require changes to the WMPO TDM, this preliminary analysis suggests existing roads perform well based on daily traffic volume. However, several sections of US 17 and NC 210 may experience significant congestion.

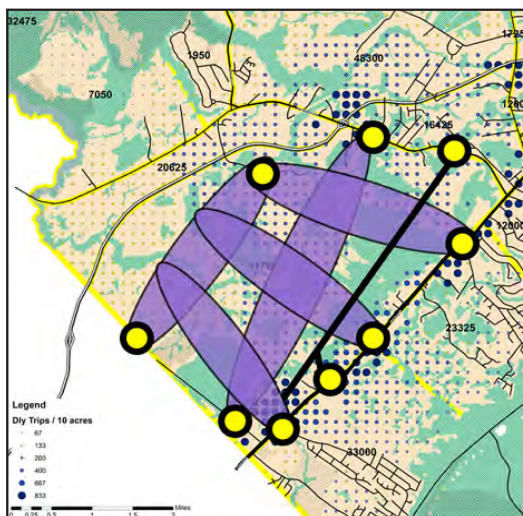


Figure 4-7 | *Potential Alignment Options Showing Collector Street Connectivity Intent*

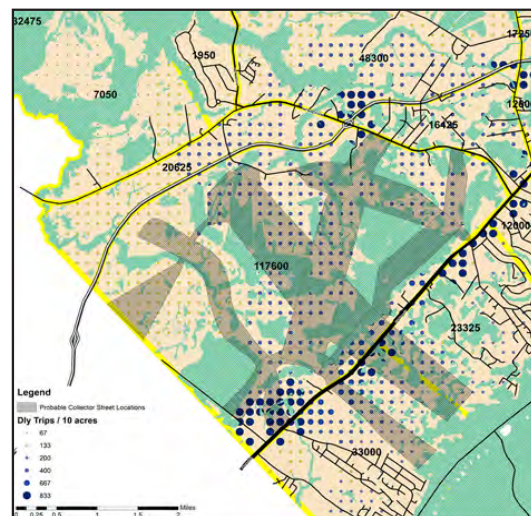
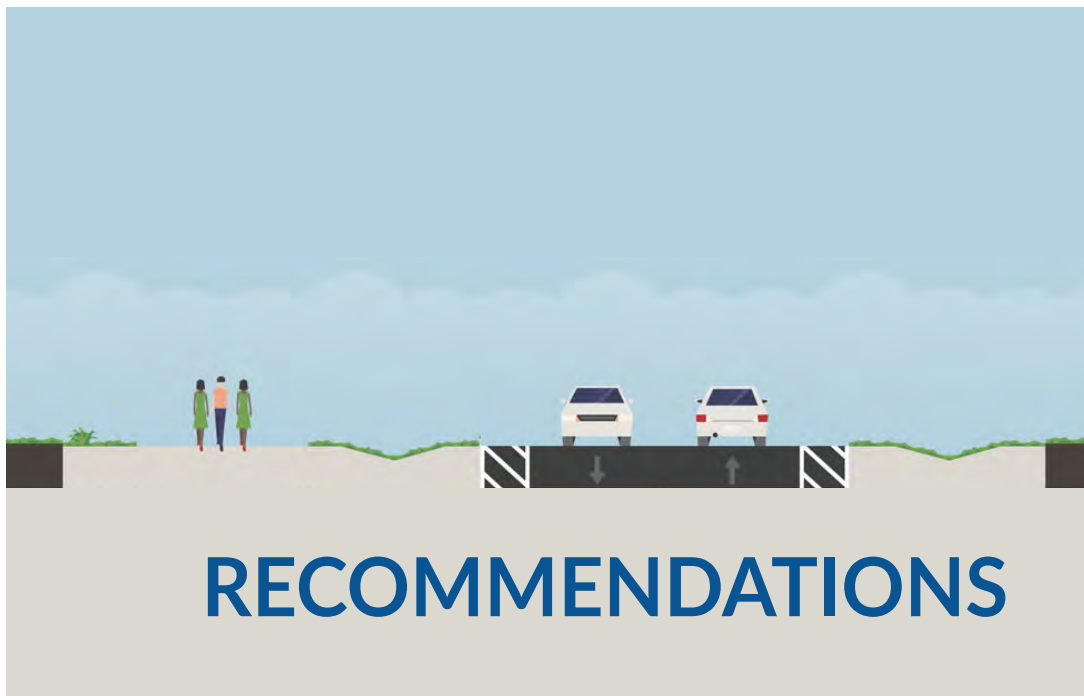


Figure 4-8 | *Polygons Showing Probable Collector Street Locations*

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ROADWAY

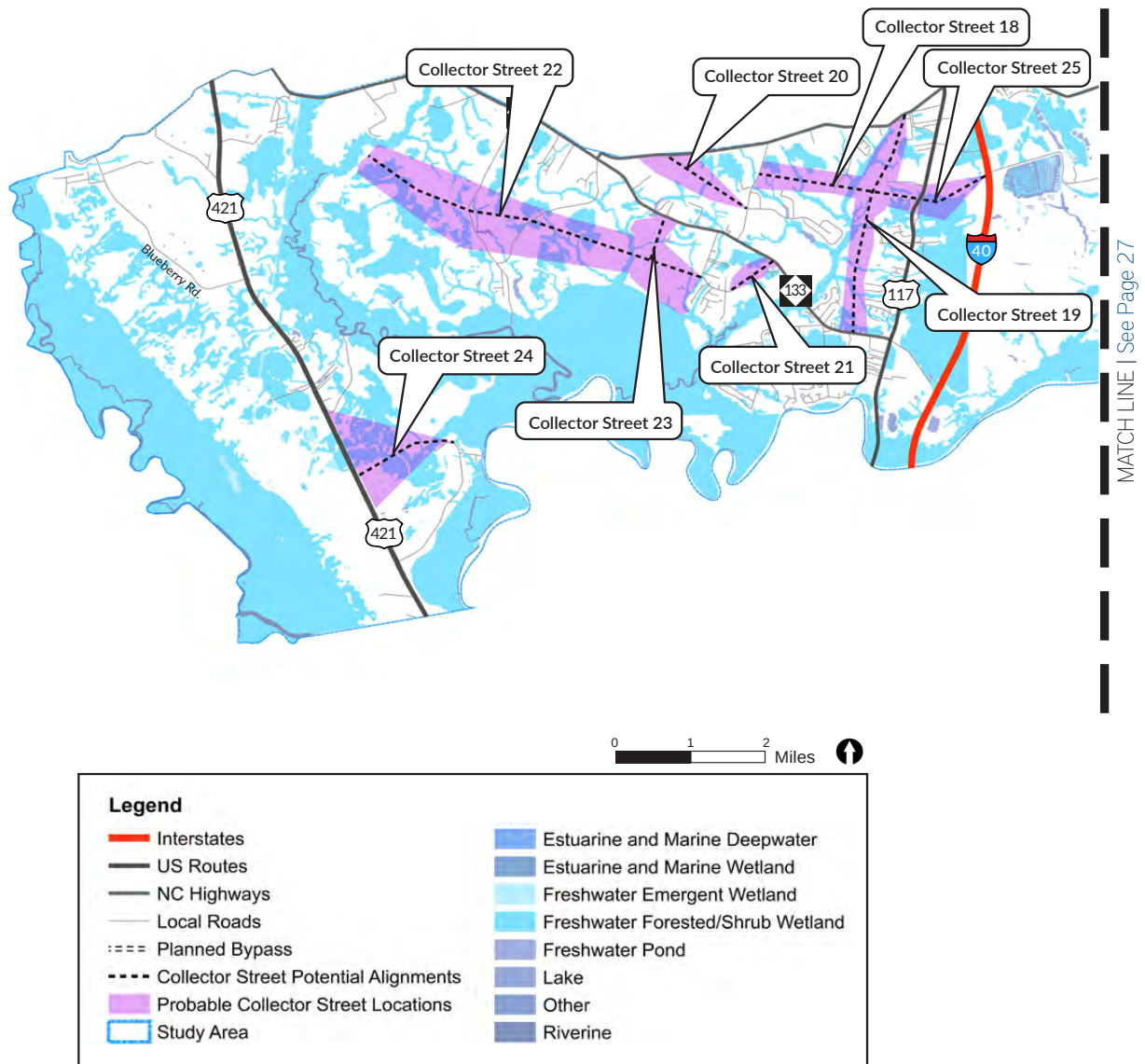
The proposed updated collector street network consists of 25 collector street recommendations within the study area. In addition to the methodology detailed in the previous section, feedback from the public; input from Pender County Planning and Community Development (Planning Department) and WMPO staffs; and comments and suggestions from stakeholders informed the selection of the proposed collector streets.

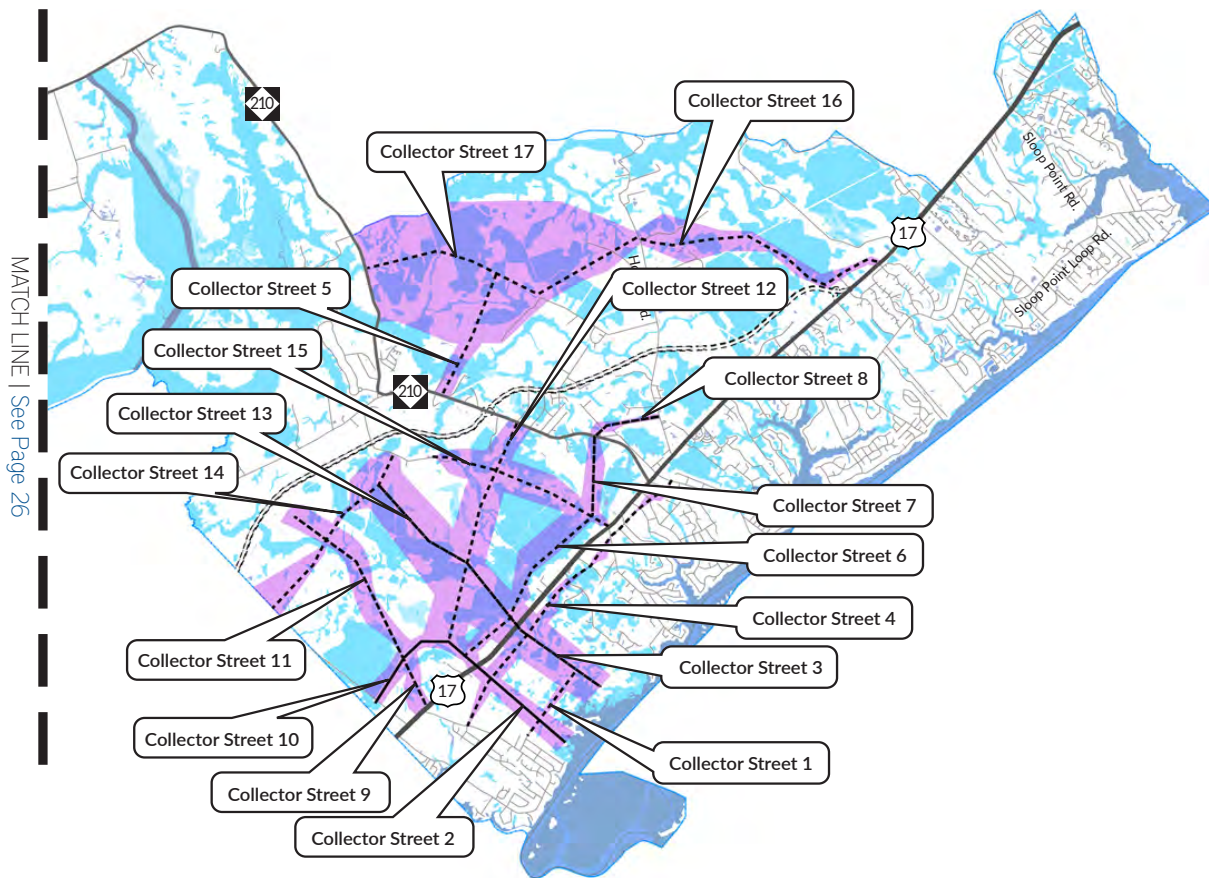
An alignment was proposed for each of the recommended collector streets, as well as a general boundary in which the collector street could be aligned. Depending on other constraints and development plans, having a proposed alignment that can then be adjusted inside a certain area provides flexibility when planning for a collector street. All proposed alignments and collector street boundaries were planned so that they

avoided smaller parcels, disruptions to established neighborhoods and communities, major wetland areas, natural areas, and preserved areas. The final set of recommendations is shown in Figure 5-1 on the following pages. Details for individual collector streets are shown in Appendix D.

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Figure 5-1 | *Collector Streets Alignment Recommendations*

These recommendations represent a significant reduction in the mileage of collector streets from the 2016 Pender County Collector Streets Plan (the 2016 Plan), shown in Figure 2-1. The 2016 Plan recommended 245 miles of collector streets while this 2021 Plan Update (the Update) recommends 63 miles of collector streets, which is a reduction of approximately 74%. This was achieved by simplification of tiers, consolidating redundant collector streets, and retaining only the most necessary collector streets based on mathematical calculation of travel demand requirements.

The polygons corresponding to the collector street boundaries are dynamic and their geometries are likely to become more limited as more and more segments of a collector street are constructed. The scenarios on the following pages outline the method of interpretation of the collector street boundaries.

SCENARIO 1

A general area has been identified for where a collector street should be aligned. This is represented by the polygon showing all possible alignment options for a particular collector street. Parcels A, B and C represent the parcels through which the collector street needs to be aligned.

In this scenario, no part of the collector street has been constructed in parcels A, B, or C. Whichever parcel develops first can construct the collector street on its parcel with significant leeway in alignment selection as long as it falls within the polygon and it can be extended to the adjacent parcel where the same polygon passes through.

The other parcels will have to tie it into this determined alignment.

SCENARIO 2

The developer of Parcel A has decided to align the collector street in a certain way. Parcel A has confirmed with the Parcel B owner and the Planning Department that the extension of this street into Parcel B would NOT impact an environmental feature that could preclude the construction of the collector street in Parcel B.

Parcel B and C now have a reduced number of alignment options to locate the collector street on their respective parcels since the street will eventually have to connect to the alignment in Parcel A. This is determined by design speeds and local buildability conditions. This results in the shrinking of the polygon as one approaches Parcel A.



Figure 5-2 | *Polygon Scenario 1*

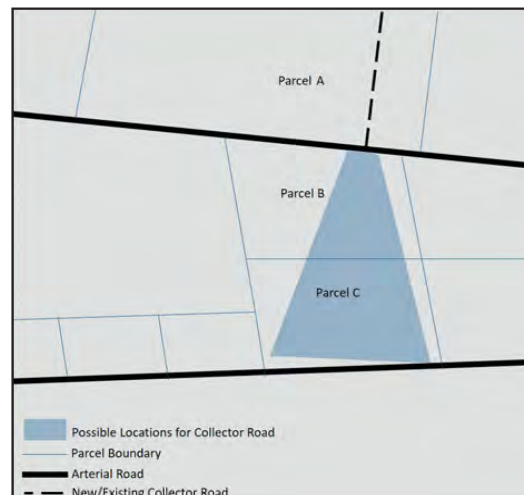


Figure 5-3 | *Polygon Scenario 2*

SCENARIO 3

In this scenario, both Parcel A and Parcel C have decided to align the collector street in a certain way within their respective parcels and the collector street polygon. The parcel owners have confirmed that extension of this street into Parcel B would not impact an environmental feature that could preclude the construction of the collector street in Parcel B.

Now Parcel B has two fixed endpoints to honor when aligning the collector street. The developer is still free to determine the internal alignment through Parcel B as long as design standards and road geometries are maintained, and the street eventually connects to the stub-outs in Parcels A and C.

Note: A stub-out is a temporary termination of a street that is intended to be extended through adjacent property in the future. Stub-outs are generally required when it is anticipated that adjacent property will need to extend the street to accommodate future development.

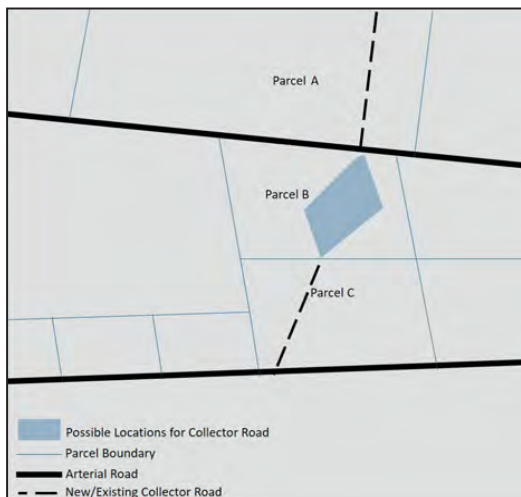


Figure 5-4 | *Polygon Scenario 3*

During implementation, developers should not be allowed to stub out the collector street in such a way that its extension would be burdensome to the adjacent parcels due to environmental conditions. Additional language strengthening this clause was added to the policy recommendations empowering the Planning Department to ensure overall connectivity can be achieved without disproportionate adverse impacts on any parcel.

Construction of collector streets will necessitate further strengthening of the arterial street network so that the overall roadway network will function at acceptable standards. The travel demand calculations carried out in this Update indicate the improvements listed below would be necessary to maintain acceptable levels of traffic. Detailed evaluation of these improvements should occur in a separate planning effort. Appendix E shows detailed calculations of traffic growth at key locations based on historic Average Annual Daily Traffic (AADT) data from NCDOT and a comparison with the traffic volumes in the Travel Demand Model (TDM).

1. Widening US 17 from 4 lanes to 6 lanes between I-140 and NC 210
2. Widening US 17 from 4 lanes to 6 lanes between NC 50 and US 17 Bypass
3. Widening NC 210 from 2 lanes to 4 lanes between US 17 and Island Creek Road
4. Realigning NC 210 such that it forms a T-junction with Island Creek Road*
5. Constructing an interchange on US 17 Bypass at Sidbury Road*
6. Widening Sidbury Road from 2 lanes to 4 lanes between US 17 and US 17 Bypass
7. Widening NC 210 from 2 lanes to 4 lanes between US 117 and I-40 interchange

*projects included in the WMPO's adopted Metropolitan Transportation Plan (MTP), Cape Fear Moving Forward 2045

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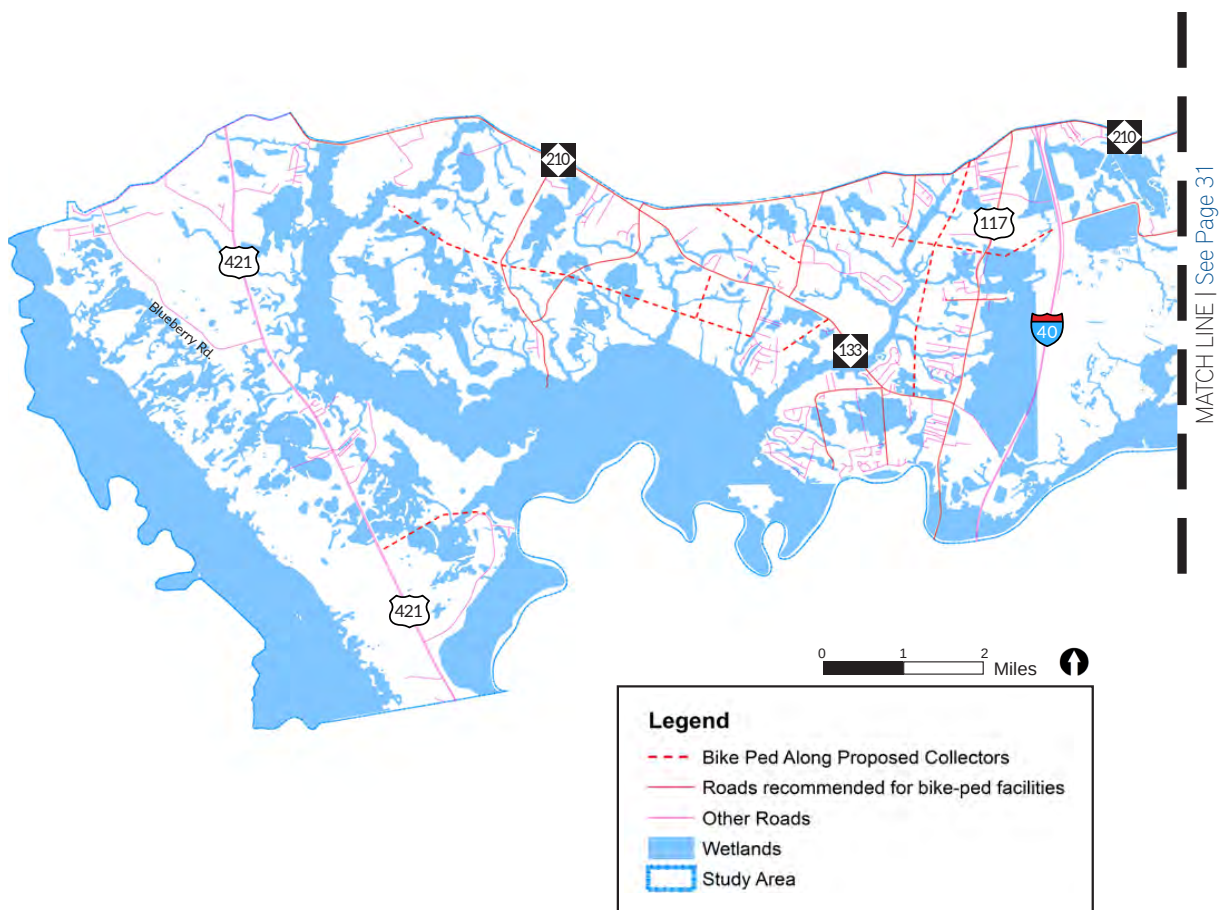
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BICYCLE AND PEDESTRIAN

Multi-use paths (MUPs) or sidewalks and bicycle lanes are proposed as part of all collector street recommendations. The eventual selection of a facility would depend upon several factors including the source of funding and adjacent facilities.

Bicycle and pedestrian recommendations were made for existing arterials or collector streets that feature existing residential development, are projected to have future residential development, and/or provide a connection between collector street recommendations.

The implementation of bicycle and pedestrian facilities on existing roadways will depend upon future development projects, future roadway improvement projects completed by NCDOT, or the availability of dedicated funding for stand-alone bicycle and pedestrian projects. Documenting proposed facilities is important so that the County may be able to utilize NCDOT's Complete Streets Policy, where NCDOT will pay for facilities in full if the proposed facilities have been previously identified in an adopted Metropolitan Transportation Plan (MTP) or Comprehensive Transportation Plan (CTP). These draft recommendations are presented in Figure 5-5 below.



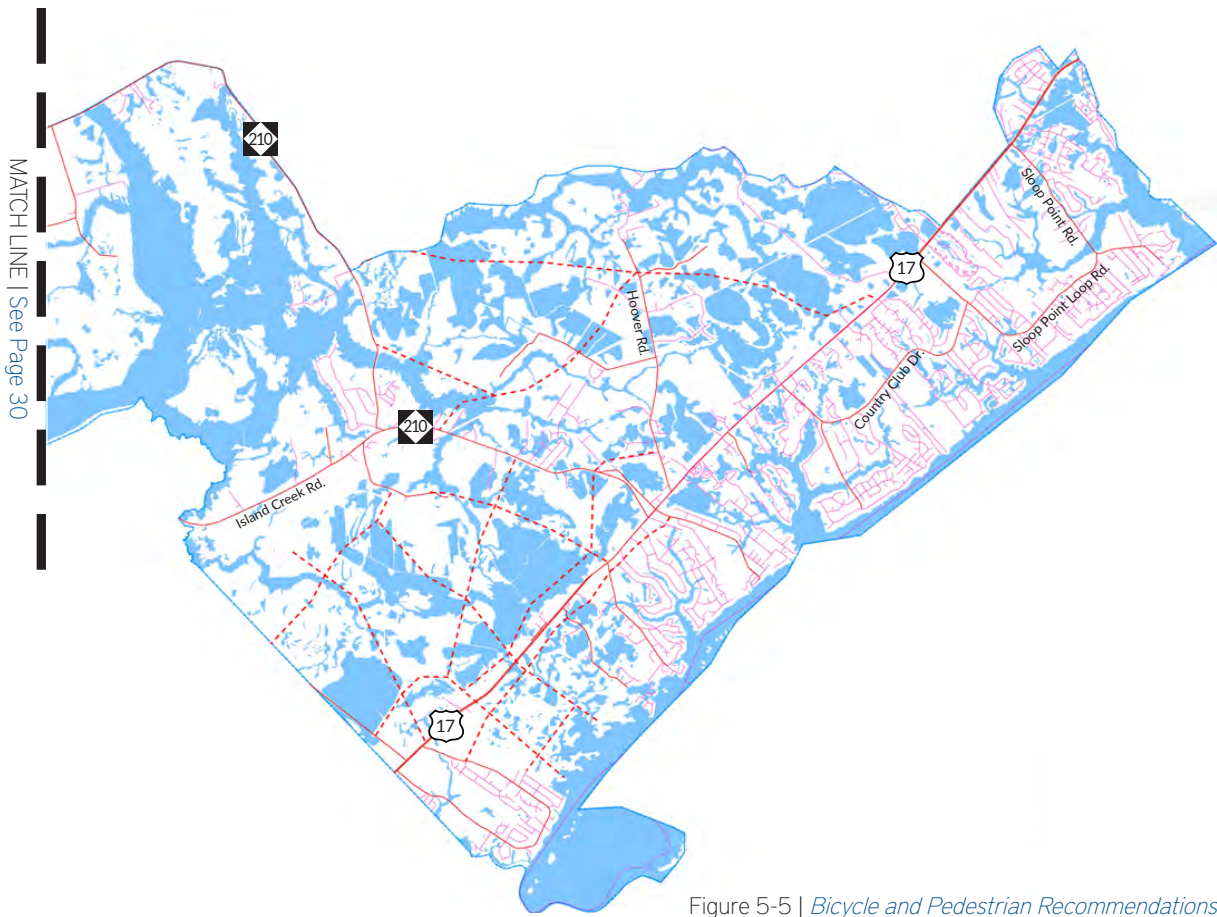


Figure 5-5 | *Bicycle and Pedestrian Recommendations*

STREET CROSS SECTIONS

This Update recommends four types of street sections to guide the design of the collector streets in southeastern Pender County. These cross-sections are not intended to be prescriptive, but provide the minimum design standards in accordance with NCDOT design criteria while affording developers flexibility in design aesthetics.

All collector streets recommended in this Update are divided into four main categories. These categories are based on NCDOT Typical Section 2F and should be designed at a minimum of 40 mph design speed (35 mph posted speed). Developers must select one of the types outlined in Table 5-1 below as a starting point which can then be expanded upon. The minimum requirements of each street cross section type are described in the sections following the table.

	A. WITH MULTI-USE PATH (MUP)	B. WITH SIDEWALK AND BIKE LANES
1. WITHOUT CURB AND GUTTER	1A	1B
2. WITH CURB AND GUTTER	2A	2B

Table 5-1 | *Types of Street Cross Sections*

TYPE 1A

Collector streets without curb and gutter with an MUP must have a minimum of:

1. Two (2) 11'-wide (minimum) travel lanes going in opposite directions
2. Two (2) 4'-wide (minimum) paved shoulders on the far sides of the travel lanes
3. 10'-wide (minimum) multi-use path (MUP) on one side of the roadway with additional 2'-wide paved shoulders on each side of the MUP (resulting in a minimum of 14' paved surface)
4. A minimum clear zone of 20' between the edge of vehicular travel lane and the interior edge of MUP. This equates to a minimum clear zone of 14' between the edges of roadway pavement (including paved shoulders) and the interior edge of MUP (including paved buffer)
5. Additional minimum dimensions as shown in Figure 5-6

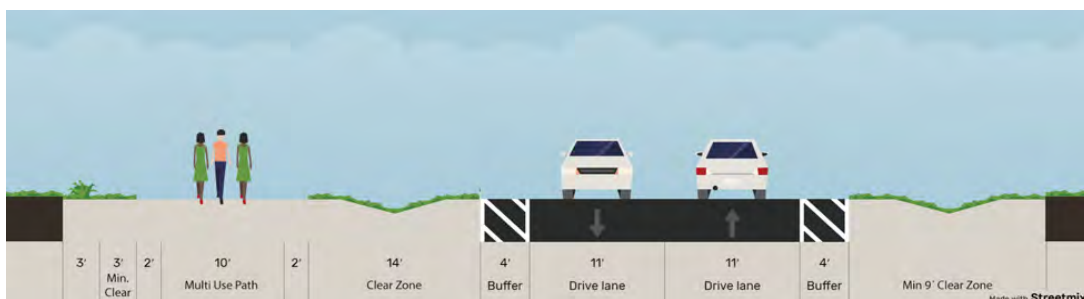


Figure 5-6 | *Street Type 1A: 2-Lane Road with MUP (without Curb and Gutter)*

NOTE

Developers can add medians, provide wider lanes, wider sidewalks, wider distances between the roadway and the sidewalk or MUP, transit bulb-outs and shelters, and other aesthetic and functional features to these base roadway cross sections. These enhancements are subject to NCDOT review.

Two out of 25 collector streets in this Update (#9 and #10) are recommended to be 4-lane based on the traffic projections. Converting any other roads to 4-lane roads is at the discretion of the developer and the Planning Department. Converting any of the four street cross section types to a 4-lane cross section will necessitate the additional features listed below and must adhere to NCDOT design criteria.

1. For Types 1A and 1B: adding a minimum 23'-wide clear zone in the median with appropriate drainage ditch and a minimum 2'-wide paved shoulder between the innermost lane and the median.
2. For Types 2A and 2B: adding a minimum 18'-wide raised median (with additional 2 1/2' curbs on each side of the median)

TYPE 1B

Collector streets without curb and gutter with bike lanes and sidewalks must have a minimum of:

1. Two (2) 11'-wide (minimum) travel lanes going in opposite directions
2. 6'-wide (minimum) bike lanes on both sides of the travel lanes
3. 6'-wide (minimum) sidewalks on both sides of the roadway
4. A minimum clear zone of 20' between the edge of vehicular travel lane and the interior edge of sidewalk. This equates to a minimum clear zone of 14' between the edges of roadway pavement (including bike lanes) and the interior edge of sidewalk
5. Additional minimum dimensions as shown in Figure 5-7

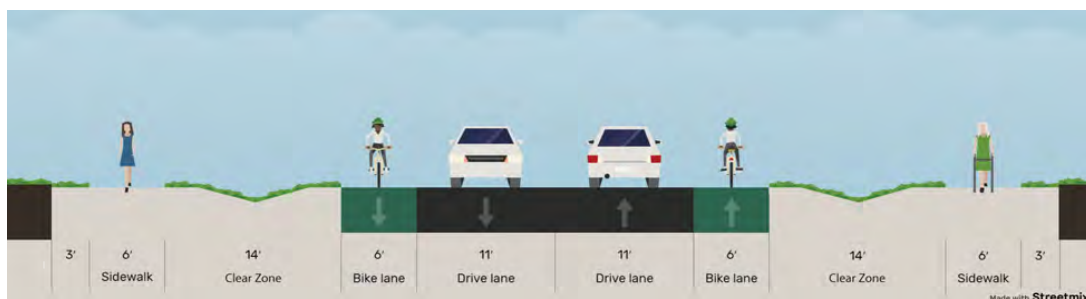


Figure 5-7 | *Street Type 1B: 2-Lane Road with Sidewalks and Bike Lanes (without Curb and Gutter)*

TYPE 2A

Collector streets with curb and gutter with an MUP must have a minimum of:

1. Two (2) 12'-wide (minimum) travel lanes going in opposite directions
2. 2 1/2'-wide (minimum) curb and gutter on both sides of paved roadway
3. 10'-wide (minimum) multi-use path (MUP) on one side of the roadway with additional 2'-wide paved shoulders on each side of the MUP (making the total width of the paved surface a minimum of 14')
4. 8'-wide (minimum) planting area between the curb and the MUP (including paved buffer)
5. 8'-wide (minimum) clear zone beyond the curb on the side of the roadway opposite the MUP
6. Additional minimum dimensions as shown in Figure 5-8

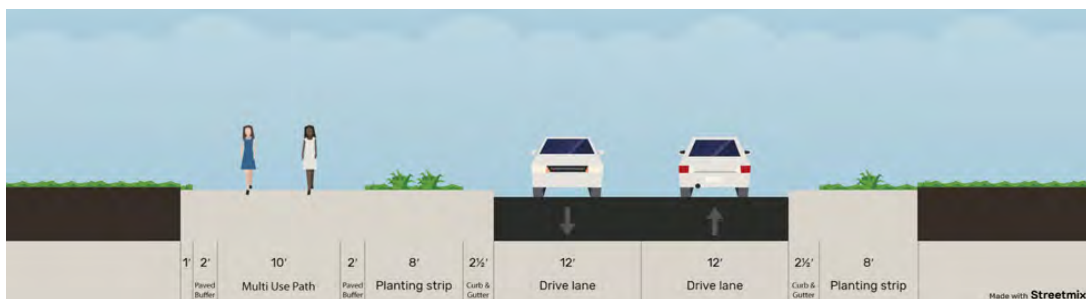


Figure 5-8 | *Street Type 2A: 2-Lane Road with MUP (with Curb and Gutter)*

TYPE 2B

Collector streets with curb and gutter with bike lanes and sidewalks must have a minimum of:

1. Two (2) 11'-wide (minimum) travel lanes going in opposite directions
2. 6'-wide (minimum) bike lanes on both sides of the travel lanes
3. 2 1/2'-wide (minimum) curb and gutter on both sides of paved roadway
4. 6'-wide (minimum) sidewalks on both sides of the roadway
5. 6'-wide (minimum) planting area between the curbs and the sidewalks
6. Additional minimum dimensions as shown in Figure 5-9

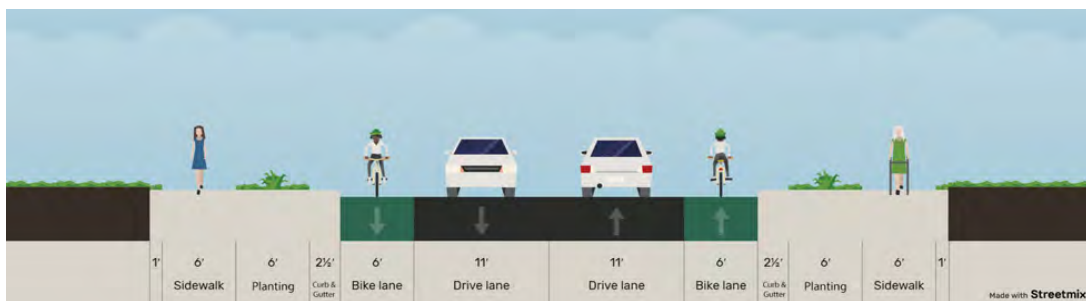


Figure 5-9 | *Street Type 2B: 2-Lane Road with Sidewalks and Bike Lanes (with Curb and Gutter)*

POLICY RECOMMENDATIONS

The 2016 Pender County Collector Street Plan (the 2016 Plan) included nine recommendations to be added to the Unified Development Ordinance (UDO) to ensure proper implementation of the Plan. These recommendations were evaluated in order to assess whether they should be retained, modified, or removed from this 2021 Plan Update (the Update).

1| STORMWATER RUNOFF MANAGEMENT

Recommendation: Stormwater BMPs and Green Streets Policies are essential in mitigating pollution and maintaining water quality, particularly in sensitive natural areas. Pender County is home to significant natural resources, which can be negatively impacted by stormwater runoff. To avoid this type of environmental degradation, stormwater BMPs are recommended to be implemented as appropriate to local conditions.

Action: To be carried forward in the Update.

Reason: This recommendation is essential for the preservation of water quality in Pender County.

Additional Notes: Two broad categories of street sections have been developed: one with curb and gutter, and one with a ditch section to provide flexibility to the developers based on availability of water and sewer infrastructure.

2| STREET SPACING STANDARDS

Recommendation: Enact a policy that creates street spacing standards for collector streets to ensure adequate cross access between land uses.

Action: To be removed as a policy recommendation.

Reason: This recommendation was a result of the methodology by which the 2016 Plan was created. The methodology used in this Update does not include standard street spacing criteria, thereby rendering this policy recommendation unnecessary.

Additional Notes: The text of the policy recommendation does not differentiate between local and collector streets. This text should also be removed from the UDO.

3| TRAFFIC IMPACT ASSESSMENT

Recommendation: A Traffic Impact Assessment (TIA) shall be required if one of the following applies to a specific site plan:

- The development generates 1,000 vehicle trips per day; or
- 100 vehicles in the AM or PM peak hour.

Action: To be carried forward in the Update.

Reason: The basis of this policy recommendation was that this requirement already exists in Pender County's current UDO.

Additional Notes: This threshold is largely consistent with other counties and municipalities throughout North Carolina.

4| NCDOT COMPLETE STREETS

Recommendation: Proposed collector streets as defined by the Collector Street Plan will adhere to the NCDOT Roadway Design Manual, including the design of multimodal facilities – i.e., proposed pedestrian and bicycle facilities must be designed and constructed to the applicable standard.

Action: To be carried over from the 2016 Plan and merged with bicycle and pedestrian facility recommendations. Bicycle and pedestrian facility design criteria will be incorporated into the updated NCDOT Roadway Design Manual anticipated to be released in Summer 2021.

Reason: This Update intends to strengthen the non-motorized network along with the collector street network and this recommendation would help to achieve that goal.

Additional Notes: Additional language added to ascertain transition between two different types of bicycle and pedestrian facilities.

5| ENVIRONMENTAL CONSERVATION POLICY

Recommendation: In order to preserve the unique natural environment in Pender County, any new development that would require the construction of a collector street as defined by the Collector Street Plan, would avoid or minimize impacts to sensitive natural areas, such as wetlands, floodplains, and areas with endangered flora/fauna.

Action: To be carried forward in the Update.

Reason: This recommendation furthers environmental protection, which is in line with the goals of this Update.

Additional Notes: Additional language added to ensure alignment of collector streets on one parcel does not encroach onto environmentally sensitive areas in adjacent parcels when the street could be extended in the future.

6| TRI-PARTY AGREEMENT

Recommendation: The Tri-Party agreement is a framework for the construction and maintenance of new pedestrian and bicycle facilities along collector streets.

Action: To be carried forward in the Update.

Reason: Although this recommendation has not yet been implemented, the inclusion of this recommendation provides a pathway for it to be included in future updates of the UDO.

Additional Notes: The inclusion of this recommendation was discussed with Pender County.

7| GENERAL CONNECTIVITY OF COLLECTOR STREETS

Recommendation: Connectivity requires that private entities coordinate across different properties to anticipate future connections between adjacent properties. Providing connectivity to nearby amenities and to the arterial system is important to avoid congestion across the transportation system. This policy requires that new collector roadways be constructed to provide connections between the collector and arterial systems.

Action: To be carried forward in the Update with additional language describing the situations and conditions.

Reason: The basis of this Update is to improve connectivity and this recommendation promotes this.

Additional Notes: This recommendation should be moved further up the list of policy recommendations.

8| BICYCLE AND PEDESTRIAN ACCOMMODATION

Recommendation: All proposed collector streets, as defined by the Collector Street Plan, shall have accommodations for bicycle or pedestrian facilities.

Action: To be carried forward in the Update.

Reason: This Update looks to strengthen the non-motorized network along with the collector street network and this recommendation would help to achieve that goal.

Additional Notes: NCDOT Complete Streets recommendation merged into this recommendation. Additional language added to ascertain transition between two different types of bicycle and pedestrian facilities within one development and across adjacent developments.

9| REDUCED PAPER STREETS

Recommendation: Encourage the construction of paper streets to the greatest extent possible; reduce the number and extent of paper streets.

Action: To be carried forward in the Update.

Reason: There are a few paper streets in the study area which need to be honored by new developments.

Additional Notes: Retention of this recommendation and the strengthening of it may result in developers planning subdivisions that take paper streets into consideration.

POLICY STRATEGIES

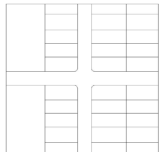
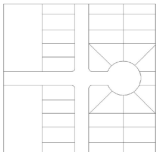
The following tables provide information for the policy measures recommended by this Update.

NOTE: The Planning Department should consult with the County's attorney before any or all of the sample language on the following pages is added to the UDO.

CONNECTIVITY AND CONTIGUITY OF COLLECTOR STREETS	
Description/ Purpose	Connectivity requires that private entities coordinate across different properties to anticipate future connections between adjacent properties. Providing connectivity to nearby amenities and to the arterial system is important to avoid congestion across the transportation system. This policy requires that new collector streets be constructed to provide connections between the collector and arterial systems. As new development is programmed, this policy would require that collector streets are not closed off, but are "stubbed out" to ensure that future roadway construction can tie back into the public roadway network. Essentially, this policy stipulates that no collector street can dead end. In addition to the contiguity of collector streets, this policy is also designed to ensure contiguity of bicycle and pedestrian infrastructure.
Target Performance Measure	Each new development needs to provide connections to another collector or arterial, or shall provide a signed stub-out to allow future connections as new development occurs. All practical connections must be included. No collector street should be discontinued without signage (i.e., Future Connection) 

CONNECTIVITY AND CONTIGUITY OF COLLECTOR STREETS	
Sample Language	All recommended collector streets have been designed in anticipation of future growth and connectivity requirements of the area. For each collector street recommendation, there is a corresponding polygon representing the boundaries of possible alignments. All new developments in the parcels that contain the collector street polygons are required to build collector streets unless the requirement has been waived by Pender County Planning and Community Development (Planning Department). The Planning Department shall evaluate the proposals of waiver and shall provide waivers based on their assessment keeping in mind the following criteria: 1. Redundancy: A collector street segment located on adjacent parcel has fulfilled the connectivity intent in such a way that constructing it on the parcel in question will create a parallel redundant collector street. 2. Discontinuity: An adjacent parcel has constructed a collector street that does not stub-out to the parcel in question and hence constructing it on the parcel in question will create a discontinuous segment of the collector street. 3. Futility: There is no possibility of a future connection between the parcel in question and another discrete segment of the same collector street even with a bridge, or other structure and hence constructing it on the parcel in question will be futile. 4. Impossibility: If a large portion of the parcel is unbuildable because of local environmental features, it may not be possible to appropriately route the collector street in that parcel. In cases where a section of the collector street polygon passes through multiple parcels of land in such a way that the collector street can be aligned on any of those parcels without compromising the overall connectivity intent, the Planning Department shall decide which parcel is most appropriate to route that collector street. The following criteria must be kept in mind while making that decision: 1. Road geometry. 2. Local environmental and buildability conditions. 3. Relative parcel sizes and assessment of undue disadvantage to smaller parcels. A collector street shall be located within the corresponding polygon and shall connect to any one of the following: 1. Adjacent land at a location that allows the continuation of the collector street onto the adjacent property as a temporary stub-out. 2. Another collector street or another, higher-level (e.g., arterial) street. 3. At least two local streets in case a collector street ends in a property without a recommended connection to either adjacent property or a higher-level street. This connection can be made using an intersection or a roundabout with 3 local streets, a Y-junction, T-junction, or a roundabout with two local streets. Collector streets cannot transition into only one local street.

CONNECTIVITY AND CONTIGUITY OF COLLECTOR STREETS	
Sample Language, continued	In instances where the collector street cannot be constructed in its entirety, a temporary turnaround at the end of the street, which shall be reviewed and approved by NCDOT, is required. Stub-outs shall be adequately signed at the time of final plat recordation, with an easement recorded to the adjacent parcel, and their existence shall be noted on all subdivision plats and deed documents. The alignment of a collector street shall be such that its continuation to the adjacent parcel does not encounter environmental features (floodplains, wetlands etc.) that can create a barrier for the continuation of the street in future. The Planning Department shall be empowered to disallow any collector street alignment that can cause an avoidable undue burden to the adjacent parcel (stream crossing, environmental mitigation, etc.). This may require coordination with owners of adjacent parcels and the Planning Department. All plat drawings shall indicate the extents of the collector street polygons if any part of a polygon is located on any of the parcels for which the plat drawings are prepared.
Additional Notes	The Planning Department should weigh the burden on each parcel against the overall goal of connectivity and make the appropriate decision. While it is easy to prescribe a roadway alignment for an area, it is impossible to evaluate each parcel at a planning level to determine exact alignment and hence, a case-by-case analysis becomes important. It is equally important to achieve connectivity goals while avoiding undue burden to small, more vulnerable parcels. This does not mean that all smaller parcels get a waiver from the requirement that collector streets be routed through them, but that all options should be evaluated before a decision is made. The County shall allow for improvements associated with the installation of a collector street to be phased within the construction of a development in accordance with existing performance guarantee processes. The County may consider development agreements for a number of reasons, including but not limited to the construction of collector streets. The County should consider modifying density calculations or adding a density bonus when a collector street is to be constructed as part of a development proposal. Such changes, if implemented, shall be weighted in accordance with the length of the collector street(s) to be constructed.

CONNECTIVITY AND CONTIGUITY OF LOCAL STREETS	
Description/ Purpose	When neighborhoods lack sufficient local street connectivity to adjacent parcels in all directions, they increase travel distances and force all trips through collector streets. These artificially inflated travel distances increase traffic while making it impractical to walk or bike. Higher connectivity also reduces emergency response times. The most effective way to improve local connectivity is to encourage smaller block sizes, which in turn can be achieved by minimizing cul-de-sacs and encouraging street connections to adjacent parcels. Cut-through traffic can be discouraged by traffic-calming and slowing measures. Cul-de-sacs must be required to provide through connections for bicycles and pedestrians. Current regulations stipulate that for a development with more than 30 units, at-least two access roads are required. This requirement should be expanded in such a way that for single family residential, each additional number of units of a certain multiple requires one additional access road be provided. Contiguity of the local streets will also ensure contiguity of bicycle and pedestrian infrastructure. Based on local conditions, if a two-way local street is not feasible, a minimum connection should be provided to ensure bicycle and pedestrian network contiguity.
Target Performance Measure	Each new development needs to provide local street connections to all adjacent parcels wherever feasible or shall provide a signed stub-out to allow future connections as new development occurs. All practical connections must be included. Local street connections to adjacent properties shall be provided such that a block length of 1500 feet in low density areas, 1000 feet in medium density areas and 500 feet in high density areas is maintained. No local street should be discontinued without signage (i.e., Future Connection)
Sample Language	A network of interconnected streets providing both external and internal connectivity is required for all types of new development. This network can be constructed with either public streets or private streets as allowed. All existing street stub-outs from adjacent developments shall be extended into the development with proper road geometry. Continuation of such streets through the development is encouraged, and ending these streets with a T-junction or a T-junction with a cul-de-sac across is discouraged.  Encouraged  Discouraged

CONNECTIVITY AND CONTIGUITY OF LOCAL STREETS

Sample Language, continued

A block is defined as a piece of land bounded by roads on all sides. Recommended block length for residential land uses is as follows:

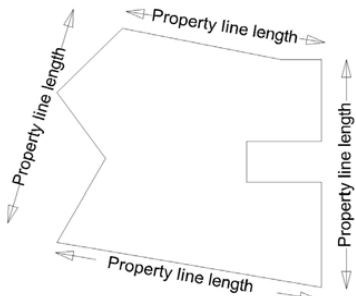
≤1 dwelling unit per acre	1,500 feet
>1 and ≤4 dwelling units per acre	1,000 feet
>4 dwelling units per acre	600 feet

Additional new local street connections shall be required to ensure that the overall block dimensions of the region adhere to the dimensions listed above.

Measure the length of each property boundary and divide by the appropriate preferred block length spacing to determine the overall number of blocks required along that boundary. Round down to the nearest whole number. This is the required number of block faces along that boundary. Where the result is less than two but the property line length exceeds the recommended block length, one street is required.

Where an odd-shaped parcel has a series of boundary segments shorter than the preferred block length, but separate blocks would be required if the site is measured across (as opposed to along the boundary segments), then a local street shall be required. Where the extension of non-local and adjacent local streets creates a street network that meets the required number of blocks, no additional new streets are required. If the distance from the nearest adjacent street to the parcel boundary exceeds the maximum block length, then a street may be required.

If any property boundary abuts an environmental feature where any connection to the adjacent parcel is not feasible, the block length requirements may be relaxed by explicit consent of the Planning Department.



$$\text{No. of External Street Connections at each side} = \left(\frac{\text{Property line length}}{\text{Recommended Block length}} \right) - 1$$

Construct new local streets where additional streets are required to create the blocks calculated above, including any required stub streets or half streets. When the property abuts a local street, begin by aligning, where possible, with streets or driveways across the local street to create four-way intersections.

CONNECTIVITY AND CONTIGUITY OF LOCAL STREETS	
Sample Language, continued	Stub-outs shall be adequately signed at the time of final plat recordation, with an easement recorded to the adjacent parcel, and their existence shall be noted on all subdivision plats and deed documents. In cases where the existing development in an adjacent parcel completed construction before financial year 2021, and a planned stub-out was not constructed up to the property line of the adjacent parcel, the developer must build the portion of the stub-out in the adjacent parcel up to the common parcel boundary so that there is no gap between the previous stub-out and its extension to the proposed development. The street connecting to the stub-out in the adjacent parcel should be constructed such that vehicles, and non-motorized modes, do not experience a gap in pavement while going from one development to another using the said street. Once the external streets are created, they should be connected internally, and a network should be created in a way that the average of the block lengths for the entire site does not exceed the recommended block length listed above. Cul-de-sacs should be discouraged since they increase the overall block length. The maximum permissible length of a cul-de-sac is 500 feet. The alignment of the local streets shall be such that its continuation to the adjacent parcel does not encounter environmental features (floodplains, wetlands etc.) that can create a barrier for the continuation of the street in future. The Planning Department shall be empowered to disallow any local street alignment that can cause an avoidable undue burden to the adjacent parcel (stream crossing, environmental mitigation, etc.). This may require coordination with owners of adjacent parcels and the Planning Department.
Additional Notes	If a collector street passes through a parcel, some of these requirements may be relaxed by the Planning Department after assessing the overall impacts to connectivity in the area.

TRAFFIC IMPACT ASSESSMENT REQUIREMENT	
Description/ Purpose	NCDOT requires that Traffic Impact Assessments (TIAs) be conducted for developments forecast to generate 3,000 vehicle trips per day (vpd). Pender County requires a lower threshold, 100 vehicle trips during the AM or PM peak hour or 1,000 vpd. This policy ensures that the arterial system in Pender County is not unduly burdened without understanding the impacts of the proposed development to the existing system.

TRAFFIC IMPACT ASSESSMENT REQUIREMENT	
Target Performance Measure	Require new developments forecasted to generate over 100 trips during the AM or PM Peak hour or 1,000 vpd to conduct a TIA. The TIA is a useful assessment tool that can have an expanded range and different levels of considerations to make it more suitable for use on collector streets. TIA reports are a critical part of the development review and approval process, as they are the primary tool for identifying the potential net effects from a development proposal. The standard 1,000 vpd threshold that can trigger a TIA represents a significant fraction (8%- 10%) of the total capacity of a collector street. A significant increase in traffic on a collector street can reduce functional integrity and public purpose. A traffic study should consider all modes of travel including vehicles, transit, bicyclists, and pedestrians.
Sample Language	A Traffic Impact Assessment (TIA) shall be required if one of the following applies to a specific site plan: 1. The development generates 1,000 vehicle trips per day (vpd); or 2. 100 vehicles in the AM or PM peak hour. This requirement applies to all phases of a proposed development. Other stipulations regarding internal capture, trip generation, trip distribution, and peak hour factors will be part of the basic requirements of the TIA. It is recommended to assess and quantify the cumulative impact to the roadway network and establish processes to address additional traffic created as a result of additional development.
Additional Notes	With substantial development likely to occur in the study area in the next decades, establishing robust measures to ensure that back access is created to new developments along US 17 is of paramount concern. Traffic is already high on US 17 and the provision of multiple developments without adequate cross-access to other roadways in the area will only worsen existing traffic issues. This measure is a requirement.

DRAFT

PENDER COUNTY STREETS PLAN 2021

COLLECTOR STREETS DESIGN STANDARDS AND REQUIREMENTS	
Description/ Purpose	In addition to the contiguity of routing the collector streets, it is equally important that their cross section types and other design aspects be kept as consistent as possible.
Target Performance Measure	Each collector street, despite passing through different parcels, is designed such that the user experience is not impacted. Each collector street has seamless transitions between different street section designs despite being constructed over different periods of time by different developers. Bicyclists and pedestrians can use long contiguous stretches of non-motorized infrastructure facilities (MUP, sidewalks, bike lanes) without the need of multiple crossovers, missing sections, etc. The collector street is capable of functioning at Level of Service (LOS) E at peak hours, with better LOS at off peak hours. Note: LOS is a qualitative measure used to relate the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measure like vehicle speed, density, congestion, etc.

COLLECTOR STREETS DESIGN STANDARDS AND REQUIREMENTS

Sample Language	All collector streets must be designed at a minimum of 40mph design speed (35 mph posted speed). This includes curvatures, signage distances, lane tapers and all other engineering requirements as required by NCDOT. Additional traffic studies may be required to determine whether auxiliary turning lanes should be provided at the intersections with local, collector, or arterial roads. Driveways and intersections should be no less than 500 feet apart unless there is/are parcel(s) that will not have feasible access to another roadway besides the collector street. The Planning Department will review these instances on a case-by-case basis and will work with developers to ensure that the majority of driveways will primarily be accessed by local streets. All collector streets must meet the minimum design standards of at least one of the four street cross section types detailed in the Collector Street Plan. Should the developer choose to go beyond the minimum street cross section design criteria, the street cross sections should appropriately transition back to the minimum design standards (of the appropriate street cross section type) at the stub-outs to avoid undue burden to the adjacent parcels. The collector streets shall be continued from stub-outs of adjacent parcels using the same cross section design as the stub-out, which shall not deviate from one of the four street cross section types shown in the "Street Cross Sections" portion of the Collector Street Plan. For any collector street, the street cross section changes that necessitate transitions between MUP on one side and sidewalks and bicycle lanes on both sides shall be kept to a minimum to provide seamless access to cyclists and pedestrians with minimal crossovers. Such transitions, if required, shall be encouraged at collector-collector and collector-arterial intersections. Such transitions shall be avoided at collector-local intersections. High-visibility crosswalks built to NCDOT standards with proper Americans with Disabilities (ADA) accommodations shall be provided at all collector-local, collector-collector, and collector-arterial intersections.
Additional Notes	Strengthening the non-motorized infrastructure may result in people switching from cars to other modes for short trips. The key is well-maintained, seamless, and safe pedestrian and bicycle infrastructure.

BICYCLE AND PEDESTRIAN ACCOMMODATION WITH NCDOT COMPLETE STREETS GUIDELINES	
Description/ Purpose	As Pender County develops, the demand for safe, comfortable bicycle and pedestrian facilities will continue to increase. This policy requires the accommodation of non-motorized users along collector streets, particularly in areas close to residential developments, schools, or parks. The network of facilities for pedestrians and bicyclists will become a high-quality amenity in the County. Beyond health- and mobility-related benefits, one additional advantage of accommodations for bikes/pedestrians is preservation of capacity along the roadways with reduced vehicular use (active modes of transportation). The NCDOT Roadway Design Manual (anticipated summer 2021 release) provides guidance on the design and construction of streets that accommodate all users of the transportation system, including bicyclists, pedestrians, transit users, and motorists. This policy would require implementing a Complete Streets approach in new street design and construction in areas where bicycle and pedestrian amenities are programmed in the adopted Collector Street Plan.
Target Performance Measure	Connect key destinations, including schools, parks, commercial centers, and residential developments with pedestrian and bicycle amenities. Proposed collector streets should be designed to Complete Streets standards to accommodate pedestrians and bicyclists when these facilities are recommended in the adopted Collector Street Plan.
Sample Language	All recommended collector streets, as defined in the adopted Collector Street Plan, shall have accommodations for bicycle or pedestrian facilities. Requirements for bicycle or pedestrian facilities will be made in accordance with the design criteria outlined in the Collector Street Plan. Any deviation from the aforementioned designs shall adhere to the minimum bicycle and pedestrian infrastructure design standards specified by NCDOT. Other bicycle and pedestrian facilities will be considered if required by existing planning documents. Proposed collector streets as defined by the Collector Street Plan will adhere to the NCDOT Roadway Design Manual, including the design of multimodal facilities – i.e., proposed pedestrian and bicycle facilities must be designed and constructed to the applicable standard. The contiguity of the type of bicycle and pedestrian facilities shall be maintained in accordance to the requirements outlined in the “Connectivity and Contiguity of Collector Streets” section of the policy recommendations.

BICYCLE AND PEDESTRIAN ACCOMMODATION WITH NCDOT COMPLETE STREETS GUIDELINES

Additional Notes	The inclusion of sidewalks/pedestrian paths/bikeways on all collector streets should be viewed as a required minimum standard. This measure is based on a stated desire from the public and other adopted plans in the County to include more pedestrian and bicycle facilities along roads in the Collector Street Plan study area. Construction of new roadways or upgrades to existing roadways should be to the standards indicated in the NCDOT Roadway Design Manual and in this Update.
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STORMWATER/GREEN STREETS POLICY REQUIREMENT

Description/ Purpose	Stormwater and Green Streets Policies can help ensure stormwater Best Management Practices (BMPs) are implemented, safeguarding precious natural resources, ensuring water quality, and preventing infrastructure maintenance issues. Both NCDOT and the North Carolina Department of Natural and Cultural Resources (DNCR) provide guidance regarding stormwater BMPs. In Pender County, shellfish habitat can be negatively affected as nutrient rich runoff from roads and other impervious surfaces enters streams, rivers, and wetlands. Safely treating stormwater runoff is important in terms of maintaining critical wildlife habitats and ensuring water quality for plant, animal, and human uses.
Target Performance Measure	Pender County will implement a community education campaign regarding the importance of stormwater mitigation; develop a stormwater management master plan with a focus on the reduction of runoff volumes (as stated in Pender 2.0: Comprehensive Land Use Plan); and explore the possibility of providing incentives to developers for providing stormwater BMPs which will enhance the standard level of treatment. All provisions should be developed and articulated in the Stormwater Management Master Plan.
Sample Language	Stormwater BMPs and Green Streets Policies are essential in mitigating pollution and maintaining water quality, particularly in sensitive natural areas. Pender County is home to notable natural resources, which can be negatively impacted by stormwater runoff. To avoid this type of environmental degradation, the implementation of stormwater BMPs is recommended to be implemented as appropriate.
Additional Notes	This measure ensures a rigorous implementation of stormwater BMPs and establishes a regulatory framework to require stormwater BMPs where appropriate. Providing stormwater BMPs around critical surface waters and watershed areas can help mitigate water quality issues.

ENVIRONMENTAL CONSERVATION POLICY	
Description/ Purpose	Extending outward from the need to create interconnected populations (streets and greenways) and a reduced footprint from water quality/quantity impacts is the desire to create interconnected ecologies. This practice is called “landscape ecology,” a subset of conservation biology which requires the consideration of green space interconnectivity to provide habitat for species, green spaces for people, and the preservation of the rural character that is valued in Pender County. Large, protected areas like parks and preservation zones need to be connected with “stepping stone” areas that allow the movement of wildlife and promotion of biodiversity. It is recommended to develop a “Greenprint” that shows areas that would be preserved based on utility (or lack thereof) to private development; linkages to large, protected areas; and biologically diverse habitat (e.g., streams, older-growth forests). Future developments would incorporate these green areas into their plans as part of open space requirements; additional space provisions could be rewarded through clustering bonuses that allow a higher intensity of development elsewhere on the site.
Target Performance Measure	Avoid sensitive natural areas to the degree possible when programming new development or reserving road right-of-way (ROW).
Sample Language	In order to preserve the unique natural environment of Pender County, any new development that would require the construction of collector streets as defined by the adopted Collector Street Plan, shall avoid or minimize impacts to sensitive natural areas, such as wetlands, floodplain, and areas with endangered flora/fauna. Additional justification (i.e., Corps Delineation, etc.) or other additional resources may be necessary.
Additional Notes	In some cases, development will necessarily encroach into sensitive natural areas. Avoiding these areas is strongly recommended, but may not always be feasible or even desirable to do so.

TRI-PARTY AGREEMENT	
Description/ Purpose	The Tri-Party agreement is a framework for the construction and maintenance of new pedestrian and bicycle facilities along collector streets. While NCDOT would ultimately maintain the street, all maintenance and liability costs for the construction and maintenance of pedestrian and bicycle facilities would be borne by Pender County or the Homeowner’s Association (HOA) until construction was complete. At that point, maintenance would be transferred to the HOA or other qualified party, absolving both NCDOT and Pender County from any liability or maintenance relating to the pedestrian and bicycle amenity.

TRI-PARTY AGREEMENT	
Target Performance Measure	Negotiate and implement the Tri-Party agreement with NCDOT. (See Appendix F) Inform affected development community/HOA that this agreement may be warranted for specific situations related to the implementation of bicycle or pedestrian facilities.
Sample Language	NCDOT may maintain the multimodal (bicycle and pedestrian) facilities if the following conditions are met: 1. NCDOT's local Division agrees on the facility design to ensure that they are able to maintain it after construction. 2. It is located in an unincorporated area 3. Developer is turning the ownership of the road with multimodal facilities over to NCDOT 4. Multimodal facilities are within the NCDOT ROW post handover. These conditions were inferred from the NCDOT Complete Streets Implementation Guide and conversations with NCDOT. Multimodal facility maintenance on collector streets will need to be decided on a case by case basis. For facilities that do not meet these conditions, details of the tri-party agreement can be seen Appendix F.
Additional Notes	The Tri-Party Agreement is fundamental to constructing and maintaining pedestrian and bicycle amenities in the study area. Implementing and abiding by this agreement would be a requirement in situations where bicycle and pedestrian amenities are planned to be constructed.

REDUCED PAPER STREETS	
Description/ Purpose	A paper street is a "street shown on a recorded plan but never built on the ground" (Shapiro v. Burton, 23 Mass. App. Ct. 327, 328, 1987). These anticipated roads are shown in planning documents or on plats currently on record. This policy requires that platted ROW becomes built to NCDOT standards to ensure connectivity is implemented.
Target Performance Measure	Encourage the construction of existing paper streets to the greatest extent possible; reduce the number and extent of new paper streets.

DRAFT

PENDER COUNTY STREETS PLAN 2021

REDUCED PAPER STREETS	
Sample Language	All platted site plans must honor paper streets, reserving ROW and ensuring that streets can be constructed to NCDOT standards. Paper streets must be preserved until such time as they are constructed. Changing or realigning paper streets will require the developer to obtain all required permissions from the owners of all the parcels that are affected by the changes proposed by the developer.
Additional Notes	Proper ROW preservation/width is needed to ensure implementation of an adequate street system with the appropriate non-motorized facilities.

CONCLUSION

The recommendations presented in this document are based on a thorough analysis of Pender 2.0: Comprehensive Land Use Plan, the existing built and natural environment, and stakeholder and public input. These recommendations are purposefully developed to provide flexibility to both Pender County and the development community to build a safe and efficient multimodal transportation network while recognizing the constraints present within individual parcels, adjacent development, and natural resources.



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 20, 2021
SUBJECT: Approval of a Budget Amendment to Increase Health Department
Revenues and Expenditures for Fiscal Year 2021-2022: \$39,900

SUMMARY:

The Pender County Health Department was allocated \$39,900 in funding to hire staff to address COVID-19 health disparities in the community and advance health equity by expanding local health department services to prevent and control COVID-19 infection and transmission among Historically Marginalized Populations (HMPs) or other priority populations. Funding is short term and must be expended by June 30, 2022.

ACTION REQUESTED:

To approve a budget amendment increasing programmatic revenue and related expenses for the Health Department by \$39,900



Pender County Budget Ordinance Amendment

Friday, August 27, 2021

Page 2 of 11

Date Friday, August 27, 2021
Board Meeting Date (If Applicable) Monday, September 20, 2021

Fiscal Year FY 2021-2022 **Fund** 11 - HEALTH

Division, Program, Project, etc. COVID-19 11-900074 **Department** 900074 - PEDIATRIC CLINIC

Purpose of Request
COVID-19
Contract Agreement Addendum - 466 Advancing Equity
Increase Funding \$39,900 and Expenditures

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	11-348184	COVID-19 ATC State Funds	39,900
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900074-400200	Salaries	29362.00
2	900074-400211	401(k) Non Leo	790.00
3	900074-400500	FICA	2415.00
4	900074-400600	Group Insurance	4415.00
5	900074-400700	Retirement	2918.00
6			
7			
8			

	Account # (ORG-OBJECT)	Account Description	Amount
9			
10			
11			
12			
13			

Total Revenues

39900

Total Expenditures

39900

Prepared By:

Donna Ramos

Email

dramos@pendercountync.gov

Division of Public Health Agreement Addendum FY 21-22

Page 1 of 5

Pender County Health Department
Local Health Department Legal Name

466 Advancing Equity
Activity Number and Description

09/01/2021 – 05/31/2022
Service Period

10/01/2021 – 06/30/2022
Payment Period

- ☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

Chronic Disease and Injury Section
DPH Section / Branch Name

Karen Stanley, 919-604-3616,
karen.klein.stanley@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

DPH Program Signature Date
(only required for a negotiable agreement addendum)

I. Background:

Historically Marginalized Populations (HMPs) are “individuals, groups and communities that have been denied access to services, resources and power relationships across economic, political, and cultural dimensions as a result of systemic, durable and persistent racism, discrimination, and other forms of oppression.”¹ HMPs are “often identified based on their race, ethnicity, social-economic status, geography, religion, language, sexual identity and disability status.”¹ COVID-19 (a disease caused by the SARS-CoV-2 virus) has disproportionately affected HMPs placing them at higher risk of exposure, infection, hospitalization, and mortality. Additionally, HMPs have disproportionately higher rates of chronic diseases that increase the risk of serious complications from COVID-19 infection.

An estimated 64.7% of people in North Carolina have one of the underlying health conditions included in the CDC’s guidance on people at high risk for a severe illness from COVID-19. These underlying health conditions include chronic lung disease, cardiovascular disease, obesity, diabetes, kidney disease, liver disease, and immunosuppressive conditions and disorders, including cancer treatment, smoking, and other immune disorders.

An estimated 70.4% of adults in North Carolina are at higher risk for severe illness from COVID-19 based on being 65 or older, having at least one of the underlying health conditions, or both. These data are from the NC State Center for Health Statistics Behavioral Risk Factors Surveillance System (BRFSS) for 2019, which is the most recently available year of data.

¹ North Carolina Department of Health and Human Services. “Historically Marginalized Populations Engagement Toolkit for Healthcare Systems and Providers.” <https://www.ncminorityhealth.org/documents/Provider-HMP-EngagementToolkit-Web.pdf>.

Health Director Signature

(use blue ink)

Date

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name:
Phone number with area code:
Email address:

Shirley Steele
910-259-1207
ssteele@pendercountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev. July 2020

The North Carolina Division of Public Health (DPH) received funding from the Centers for Disease Control and Prevention (CDC) titled “National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and ethnic Minority Populations and Rural Communities” hereafter known as the Advancing Equity grant. This new funding initiative will address COVID-19 related health disparities and advance health equity by improving state, local, US territorial and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

II. Purpose:

With funding from the CDC’s Advancing Equity grant, this Agreement Addendum provides funds for the Local Health Department to address COVID-19-related health disparities and advance health equity by expanding local health department capacity and services to prevent and control COVID-19 infection (or transmission) among HMPs, or other priority populations.

III. Scope of Work and Deliverables:

The Local Health Department (LHD) shall:

1. Designate a staff member to carry out all duties outlined in this Agreement Addendum. If there is any change in staff designated, including vacancy, provide updates within 30 days of the staff change. In the event of a staff change, train the newly hired or appointed designated staff person to implement the strategy or strategies proposed in this Agreement Addendum within the first month of hiring or appointing to the role.
2. Participate in Advancing Equity state program conference calls, meetings, and training sessions for program updates, peer-to-peer sharing opportunities, and capacity building on equity.
3. Conduct a minimum of one meeting each quarter with the Healthier Together regional leader to exchange information and identify opportunities for coordination.
4. Establish a process to ensure equity is integrated into the LHD’s services and resources. Review and amend, as necessary, the LHD’s mission statement, strategic plans, and policies and procedures to promote equity. (Available resources to guide your equity process can be found at <https://www.cdc.gov/nccdphp/dch/pdf/healthequityguide.pdf>.) The following internal activities are required by this Agreement Addendum:
 - a. Provide annual training for staff on health equity, racial equity and/or determinants of health;
 - b. Establish a permanent workgroup to assess and improve the internal equity practices of the LHD including tracking equity efforts; This workgroup must include an executive team member in addition to programmatic and support staff, and should include, when possible, a representative from Human Resources, Finance, Health Education and Clinical/Direct Services. Staff leading this workgroup, or a workgroup designee, must ensure liaison between the Local Health Department and the Regional Public Health Workforce Leadership Team from their region, as appropriate;
 - c. Assess the LHD’s mission, organizational culture, recruiting and hiring policies and practices, partnerships, and programs using the [REJI Organizational Race Equity Toolkit](#) (2nd edition)² or other validated assessment tool approved by the DPH Advancing Equity Coordinator; and
 - d. Develop an organizational equity plan.

² <https://justleadwa.org/wp-content/uploads/2020/11/REJI-Toolkit-v2-Final-2020-3.pdf>

5. Establish or have membership in an Equity Advisory Council consisting of members from historically marginalized populations (HMPs) that exist in the LHD's county or counties to seek guidance from the Council on internal and external operations in support of equity. Membership on the Council should include representation from African Americans, Latinos/Hispanics, American Indians from state-recognized tribes, Asian Americans, LGBTQ+ persons, and those with disabilities, when applicable. (Available resources to guide engagement such as the HMP Engagement Toolkit can be found at <https://www.ncminorityhealth.org/documents/Provider-HMP-EngagementToolkit-Web.pdf>.)
6. Implement a communications and messaging campaign addressing COVID-19 prevention and vaccination for populations at higher risk, underserved, and disproportionately affected. The campaign outline and materials are to be submitted by email to the DPH Advancing Equity Coordinator prior to deployment of campaign as the campaign must be preapproved by the DPH Advancing Equity Coordinator to ensure adherence to cultural competency principles.

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

- a. At least one part-time or full-time employee hired or appointed that is dedicated to incorporating equity processes, improvements, and implementing the strategies described within this Agreement Addendum.
- b. Staff participation in Advancing Equity state program calls/meetings, and training sessions.
- c. Designated staff having conducted at least one meeting each quarter with the Healthier Together regional leader.
- d. The LHD having provided or facilitated at least one racial and/or health equity training session for staff from the state-approved training options.
- e. The establishment of a permanent workgroup at the Local Health Department which includes a representative from the executive team and programmatic and support staff, to improve its internal and external practices to support equity which includes tracking equity efforts.
- f. Health and/or racial equity assessment conducted as prescribed by DPH's Advancing Equity Coordinator.
- g. An organizational equity plan developed as prescribed by DPH's Advancing Equity Coordinator.
- h. Establishment of or membership in an Equity Advisory Council with membership composed of at least three individuals from historically marginalized populations and/or community organizations that represent or are led by historically marginalized populations.
- i. Implementation of an approved communications/messaging campaign addressing COVID-19 prevention/vaccination on populations at higher risk, underserved, and/or disproportionately affected.

2. Reporting Requirements

The reporting below shall be provided by the LHD to DPH via the Smartsheet dashboard, which for this Activity, can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

The LHD shall:

- a. Upload the designated staff contact information to Smartsheet by September 30, 2021; updates about changes in designated staff shall be uploaded to Smartsheet within 30 days of the staff change.
- b. Complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard. The first financial report is to report for September 2021 and is due by October 22, 2021.
- c. Complete **Periodic Progress Reports** via the Smartsheet dashboard. These periodic progress reports will report about the prior period's progress on implementing the Agreement Addendum's required activities. The due dates are posted on the Smartsheet dashboard. The first progress report is to report for September 2021 activities and is due by October 22, 2021. This first progress report must include an estimated timeline for completion of 21/22 program deliverables. The periods for these progress reports are defined as:
 - September 2021
 - October 2021 – December 2022
 - January – March 2022
 - April – May 2022
- d. Upload the LHD's organizational equity plan in Smartsheet as part the final Periodic Progress Report on June 22, 2022.
- e. The LHD shall complete a **COVID-19 Response Plan** via the Smartsheet dashboard. This response plan is to provide information related to the LHD's broader goals and partnerships for COVID-19 preparedness and response. The Smartsheet dashboard will present a series of questions to be answered in a short-answer format, with topics including aspects of testing, contact tracing, vaccination, equity, and preparedness in general.

The LHD will be providing responses for a single COVID-19 Response Plan and this plan will meet the reporting requirements described under the FY22 Agreement Addenda for this Activity 466 as well as for other Activities. (The specific Activities to be included for this COVID-19 Response Plan continue to evolve; the complete list of Activities can be found on the Smartsheet dashboard.)

The COVID-19 Response Plan will receive DPH oversight from the DPH Branch staff members representing each relevant aspect. Any questions the LHD has should be directed to the DPH Division Director's Office at lhdhealthserviceta@dhhs.nc.gov.

V. Performance Monitoring and Quality Assurance:

The Advancing Equity grant is monitored by the DPH Advancing Equity Coordinator through review of the progress reports, and during conference calls with the Local Health Department to review progress towards completion of the work plan activities. DPH shall maintain contact via site visits, email, telephone or videoconference to monitor programmatic and fiscal performance.

If deficiencies in performance are identified, DPH shall notify the Local Health Department immediately via email or telephone and if needed, it will be communicated that a corrective action plan is required. Failure to comply with the requirements in the resulting corrective action may result in a decrease in funding or removal from consideration for future funding.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Funds cannot be used for lobbying, research, clinical care, or reimbursement of pre-award costs. Recipients may not use Advancing Equity program funding for the purchase of office furniture or computer equipment without prior written approval from the DPH Advancing Equity Coordinator.
3. All expenditures over \$500.00 (with exception of staff salary) must have prior approval from the DPH Advancing Equity Coordinator.

FY22 Activity: 466 Advancing Equity
Supplement 1

 Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.391 Federal awd date: 5/28/21 Is award R&D? no FAIN: NH75OT000028 Total amount of fed awd: \$ 39,638,025

CFDA name: Activities to Support State, Tribal and Territorial (STLT) Health Department Response to Public Health or Healthcare Crisis	Fed award project description: NC Re: National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities	Fed awarding agency: DHHS, Centers for Disease Control and Prevention	Federal award indirect cost rate: n/a %
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Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	39,900	39,900	Jackson	019728518	39,900	39,900
Albemarle	130537822	319,200	319,200	Johnston	097599104	39,900	39,900
Alexander	030495105	39,900	39,900	Jones	095116935	39,900	39,900
Anson	847163029	39,900	39,900	Lee	067439703	39,900	39,900
Appalachian	780131541	119,700	119,700	Lenoir	042789748	39,900	39,900
Beaufort	091567776	39,900	39,900	Lincoln	086869336	39,900	39,900
Bladen	084171628	39,900	39,900	Macon	070626825	39,900	39,900
Brunswick	091571349	39,900	39,900	Madison	831052873	39,900	39,900
Buncombe	879203560	39,900	39,900	MTW	087204173	119,700	119,700
Burke	883321205	39,900	39,900	Mecklenburg	074498353	=	=
Cabarrus	143408289	39,900	39,900	Montgomery	025384603	39,900	39,900
Caldwell	948113402	39,900	39,900	Moore	050988146	39,900	39,900
Carteret	058735804	39,900	39,900	Nash	050425677	39,900	39,900
Caswell	077846053	39,900	39,900	New Hanover	040029563	39,900	39,900
Catawba	083677138	39,900	39,900	Northampton	097594477	39,900	39,900
Chatham	131356607	39,900	39,900	Onslow	172663270	39,900	39,900
Cherokee	130705072	39,900	39,900	Orange	139209659	39,900	39,900
Clay	145058231	39,900	39,900	Pamlico	097600456	39,900	39,900
Cleveland	879924850	39,900	39,900	Pender	100955413	39,900	39,900
Columbus	040040016	39,900	39,900	Person	091563718	39,900	39,900
Craven	091564294	39,900	39,900	Pitt	080889694	39,900	39,900
Cumberland	123914376	39,900	39,900	Polk	079067930	39,900	39,900
Dare	082358631	39,900	39,900	Randolph	027873132	39,900	39,900
Davidson	077839744	39,900	39,900	Richmond	070621339	39,900	39,900
Davie	076526651	39,900	39,900	Robeson	082367871	39,900	39,900
Duplin	095124798	39,900	39,900	Rockingham	077847143	39,900	39,900
Durham	088564075	39,900	39,900	Rowan	074494014	39,900	39,900
Edgecombe	093125375	39,900	39,900	Sampson	825573975	39,900	39,900
Foothills	782359004	79,800	79,800	Scotland	091564146	39,900	39,900
Forsyth	105316439	39,900	39,900	Stanly	131060829	39,900	39,900
Franklin	084168632	39,900	39,900	Stokes	085442705	39,900	39,900
Gaston	071062186	39,900	39,900	Surry	077821858	39,900	39,900
Graham	020952383	39,900	39,900	Swain	146437553	39,900	39,900
Granville-Vance	063347626	79,800	79,800	Toe River	113345201	119,700	119,700
Greene	091564591	39,900	39,900	Transylvania	030494215	39,900	39,900
Guilford	071563613	39,900	39,900	Union	079051637	39,900	39,900
Halifax	014305957	39,900	39,900	Wake	019625961	=	=
Harnett	091565986	39,900	39,900	Warren	030239953	39,900	39,900
Haywood	070620232	39,900	39,900	Wayne	040036170	39,900	39,900
Henderson	085021470	39,900	39,900	Wilkes	067439950	39,900	39,900
Hoke	091563643	39,900	39,900	Wilson	075585695	39,900	39,900
Hyde	832526243	39,900	39,900	Yadkin	089910624	39,900	39,900
Iredell	074504507	39,900	39,900				

DPH-Aid-To-Counties

For Fiscal Year: 21/22

Budgetary Estimate Number : 0

Activity 466	AA	1161 7965 LZ	Proposed Total	New Total
Service Period		09/01-05/31		
Payment Period		10/01-06/30		
01 Alamance	* 0	39,900	39,900	39,900
D1 Albemarle	* 0	319,200	319,200	319,200
02 Alexander	* 0	39,900	39,900	39,900
04 Anson	* 0	39,900	39,900	39,900
D2 Appalachian	* 0	119,700	119,700	119,700
07 Beaufort	* 0	39,900	39,900	39,900
09 Bladen	* 0	39,900	39,900	39,900
10 Brunswick	* 0	39,900	39,900	39,900
11 Buncombe	* 0	39,900	39,900	39,900
12 Burke	* 0	39,900	39,900	39,900
13 Cabarrus	* 0	39,900	39,900	39,900
14 Caldwell	* 0	39,900	39,900	39,900
16 Carteret	* 0	39,900	39,900	39,900
17 Caswell	* 0	39,900	39,900	39,900
18 Catawba	* 0	39,900	39,900	39,900
19 Chatham	* 0	39,900	39,900	39,900
20 Cherokee	* 0	39,900	39,900	39,900
22 Clay	* 0	39,900	39,900	39,900
23 Cleveland	* 0	39,900	39,900	39,900
24 Columbus	* 0	39,900	39,900	39,900
25 Craven	* 0	39,900	39,900	39,900
26 Cumberland	* 0	39,900	39,900	39,900
28 Dare	* 0	39,900	39,900	39,900
29 Davidson	* 0	39,900	39,900	39,900
30 Davie	* 0	39,900	39,900	39,900
31 Duplin	* 0	39,900	39,900	39,900
32 Durham	* 0	39,900	39,900	39,900
33 Edgecombe	* 0	39,900	39,900	39,900
D7 Foothills	* 0	79,800	79,800	79,800
34 Forsyth	* 0	39,900	39,900	39,900
35 Franklin	* 0	39,900	39,900	39,900
36 Gaston	* 0	39,900	39,900	39,900
38 Graham	* 0	39,900	39,900	39,900
D3 Gran-Vance	* 0	79,800	79,800	79,800
40 Greene	* 0	39,900	39,900	39,900
41 Guilford	* 0	39,900	39,900	39,900
42 Halifax	* 0	39,900	39,900	39,900
43 Harnett	* 0	39,900	39,900	39,900
44 Haywood	* 0	39,900	39,900	39,900
45 Henderson	* 0	39,900	39,900	39,900
47 Hoke	* 0	39,900	39,900	39,900
48 Hyde	* 0	39,900	39,900	39,900
49 Iredell	* 0	39,900	39,900	39,900
50 Jackson	* 0	39,900	39,900	39,900
51 Johnston	* 0	39,900	39,900	39,900

62 Jones	" 0	39,900	39,900	39,900
63 Lee	" 0	39,900	39,900	39,900
64 Lenoir	" 0	39,900	39,900	39,900
66 Lincoln	" 0	39,900	39,900	39,900
66 Macon	" 0	39,900	39,900	39,900
67 Madison	" 0	39,900	39,900	39,900
D4 M-T-W	" 0	119,700	119,700	119,700
60 Mecklenburg		0	0	0
62 Montgomery	" 0	39,900	39,900	39,900
63 Moore	" 0	39,900	39,900	39,900
64 Nash	" 0	39,900	39,900	39,900
65 New Hanover	" 0	39,900	39,900	39,900
66 Northampton	" 0	39,900	39,900	39,900
67 Onslow	" 0	39,900	39,900	39,900
68 Orange	" 0	39,900	39,900	39,900
69 Pamlico	" 0	39,900	39,900	39,900
71 Pender	" 0	39,900	39,900	39,900
73 Person	" 0	39,900	39,900	39,900
74 Pitt	" 0	39,900	39,900	39,900
76 Polk	" 0	39,900	39,900	39,900
76 Randolph	" 0	39,900	39,900	39,900
77 Richmond	" 0	39,900	39,900	39,900
78 Robeson	" 0	39,900	39,900	39,900
79 Rockingham	" 0	39,900	39,900	39,900
80 Rowan	" 0	39,900	39,900	39,900
82 Sampson	" 0	39,900	39,900	39,900
83 Scotland	" 0	39,900	39,900	39,900
84 Stanly	" 0	39,900	39,900	39,900
85 Stokes	" 0	39,900	39,900	39,900
86 Surry	" 0	39,900	39,900	39,900
87 Swain	" 0	39,900	39,900	39,900
D6 Toe River	" 0	119,700	119,700	119,700
88 Transylvania	" 0	39,900	39,900	39,900
90 Union	" 0	39,900	39,900	39,900
92 Wake		0	0	0
93 Warren	" 0	39,900	39,900	39,900
96 Wayne	" 0	39,900	39,900	39,900
97 Wilkes	" 0	39,900	39,900	39,900
98 Wilson	" 0	39,900	39,900	39,900
99 Yadkin	" 0	39,900	39,900	39,900
Totals		3,910,200	3,910,200	3,910,200

Sign and Date - DPH Program Administrator

Karen Stanley 8/19/2021

Sign and Date - DPH Section Chief

Joyce Wood 8/19/2021

Sign and Date - DPH Contracts Office

Gregorio Stuart 8/24/2021

Sign and Date - DPH Budget Officer

S. Smith 8/25/21



Pender County Request Board Approval

TO: Board of County Commissioners
FROM: Carolyn Moser
DATE: September 20, 2021
SUBJECT: Approve a Purchase Order for a contract Medical Director in the amount of \$45,000

SUMMARY:

We are requesting approval of a purchase order for a Medical Director in the amount of \$45,000. An RFP was posted (RFP# 210901-207) on September 1, 2021 for sealed proposals for a Contract Medical Director for the Pender County Health Department. The contracted Medical Director was budgeted in the FY 2021-2022 budget.

ACTION REQUESTED:

Approval of a Purchase Order for a Medical Director in the amount of \$45,000. This is a budgeted item and will be taken from the following department line:

Contracted Services

900051-404500	\$8,800
900052-404500	\$8,800
900053-404500	\$10,800
900061-404500	\$3,800
900076-404500	\$12,800

Total	\$45,000
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**Pender County
Board of Commissioner Meeting Minutes
September 7, 2021**

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	September 20, 2021
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes September 7, 2021

SUMMARY:

Board of Commissioner Meeting Minutes for September 7, 2021

ACTION REQUESTED:

Requesting approval of Minutes for September 7, 2021 BOCC meeting.



MINUTES
Board of County Commissioners Meeting
Tuesday, September 7, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT:

David Piepmeyer
David Williams
George Brown
Jacqueline A. Newton
Fred McCoy

MEMBERS ABSENT:

OTHERS PRESENT:

Chad McEwen, County Manager
Trey Thurman, County Attorney
Tera Cline, Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER

Chairman called the meeting to order at 4:00 p.m.

2 INVOCATION

Commissioner Williams offered the invocation.

3 PLEDGE OF ALLEGIANCE

Commissioner Piepmeyer let the Pledge of Allegiance.

4 ADOPTION OF AGENDA

4.1 Adoption of the agenda with removal of Item number 9.2 was approved.

Moved by David Williams, seconded by Fred McCoy

Agenda Adopted with removal of Agenda item 9.2

	For	Against	Abstained	Absent
David Piepmeyer	x			
David Williams	x			

George Brown	x			
Jacqueline A. Newton	x			
Fred McCoy	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

- 6.1 Presentation from Tim Holloman Lower Cape Fear Water and Sewer Authority membership plaque to the Board

Tim Holloman gave a brief history of the collaboration between Pender County and the Lower Cape Fear Water and Sewer Authority and presented a membership plaque to Commissioner Newton.

- 6.2 Recognition of the Burgaw Dixie Youth Majors

Chairman Brown presented members of the Burgaw Majors team and coaches with an appreciation certificate on behalf of the County Commissioners.

- 6.3 Presentation of the Family Justice Center

Brandi Thompson, Pender County SVU Detective, and Amy Feath, VSP, Carousel Center, gave an intensive presentation on the advantages and strategies of having a Family Justice Center in Pender County. George Valsame, Pender County Sheriff Department and Detective Sergeant Steve Clinard also spoke in favor of a Family Justice Center in Pender County. Commissioner Newton asked what was the difference in the prosecution rate in the counties that have a Family Justice Center. Ms. Feath stated that there are really no collective data showing that information. Chairman Brown wanted to know how big of a space were they looking for. Ms. Feath stated that New Hanover and Brunswick were around 7000 square feet. Commissioner Williams requested to know that the timeline would be and Detective Thompson stated once grant was approved opening of the center could possibly be as soon as January 2023. Commissioner Williams also wanted to know the numbers for Domestic violence cases and elder abuse as well.

7 PUBLIC COMMENT

- 7.1 Cara Vitadamo, 102 Derby Lane, she thanked the board and the health department for all they have done thus far in the pandemic. Ms. Vitadamo wanted to ask the board to support and appreciate front line

healthcare workers a little more during this time. She stated they have done a lot but maybe some more policies, combat on misinformation, and vaccine education. She noted the shortage of staff and the after effects of workers.

8 CONSENT AGENDA

- 8.1 Approval for Purchase Order to Axon Enterprise in the amount of \$58,281.50 for year 3 lease purchase payment for Body Cameras.
- 8.2 Approve a Purchase Order for Veterinarian Services to Christy Redfearn-Sheldon for \$32,000
- 8.3 Approval of Tax Releases and Refunds
- 8.4 Approval of Budget Amendment to relocate Hurricane Matthew HMGP proceeds from General Fund to Project in CIP fund
- 8.5 Approval of Budget Amendment to relocate insurance proceeds from General Fund to Courthouse Project in CIP fund
- 8.6 Approval of Purchase Orders for Juvenile Crime Prevention Programs for FY 2021-2022; Communities in Schools \$39,259 and Mt. Calvary Leadership Development \$35,000
- 8.7 Approval of a Purchase Order to GFL for Pender County facilities Solid Waste Disposal and Hauling Services for FY22: \$60,000.
- 8.8 Approval of the Board of Commissioner Meeting Minutes August 16, 2021
- 8.9 Motion to approve consent agenda.

Moved by Jacqueline A. Newton, seconded by Fred McCoy

Consent Agenda Approved

	For	Against	Abstained	Absent
Jacqueline A. Newton	x			
Fred McCoy	x			
David Piepmeyer	x			
David Williams	x			
George Brown	x			
	5	0	0	0

CARRIED.

9 APPROVALS AND RESOLUTIONS

- 9.1 Approval of Data Transfer Agreement with Surf City

Kenny Keel, Director of Utilities, Presented the proposal agreement that is similar to an agreement PCU has with Pluris, a private sewer utility. However, a significant difference is that the proposed agreement with Surf City includes the responsibility for PCU to disconnect water service in the event the customer has not paid their sewer bill. This condition was discussed significantly between PCU and Surf City, and we believe this agreement addresses the concerns of both sides while also considering the practical operational aspects of the utilities. Any customer subject to disconnection will have been given multiple warnings prior to disconnection, and PCU will act swiftly to reconnect any affected customer upon payment in full of any delinquent amounts. This agreement only allows for commercial water/sewer accounts to be served water by PCU and sewer by Surf City and the exchange of water usage data for those customers. Any changes to the customer type allowed would require action by both Boards. Since RPTWSD has the right-of-first-refusal to serve customers in its district, we will continue to see new PCU commercial water customers with the need for sewer service from Surf City. This proposed agreement represents a significant achievement in the acceptance of Surf City to allow sewer-only customers who receive water from PCU.

Trey Thurman, Attorney, stated that when the applicant signs up for sewer that they sign an agreement understanding that if sewer is not paid then water could be cut off. It is stated in the contract that if Surf City does not notify Pender County that a customer is current upon disconnection of their water, Surf City will be liable for the cut off not Pender County.

Mr. Keel, stated that the customers will be notified by both Surf City and Pender County before cut off happens.

Moved by Fred McCoy, seconded by David Williams

Motion Approved

	For	Against	Abstained	Absent
David Piepmeyer	x			
David Williams	x			
George Brown	x			
Jacqueline A. Newton	x			
Fred McCoy	x			
	5	0	0	0

CARRIED.

- 9.2 Approval of Budget Amendment and Purchase Order to accept North Carolina Department of Public Safety Swiftwater PPE grant award in the amount of \$4,743.49.

Tabled to 9-20-2021 BOCC meeting.

- 9.3 Approval of Budget Amendment for \$30,000 for Penderlea Fire Department

Meg Blue, Finance Director, presented a letter and overview stating at the budget workshop that the 50/50 State Fire Grant wasn't received and the matching funds provided in the current year budget would be redirected to the building debt in order to make an additional principal payment. Instead, the County asked Penderlea to roll these funds over and use them as the matching obligation in case they received the grant in the current fiscal year, thus making the additional \$30k requested in the FY 21/22 not needed. In addition the Chief stated that there would be a prepayment penalty if an additional payment was made on the building debt. This fact provided more justification for not making the extra payment with these funds. The County asked them to use the extra funds towards the cost of the paid staff within the department provided by Pender Fire and EMS. Apparently the matching funds had already been spent or obligated for half of the items originally to be purchased with the grant funding and Penderlea is asking for these funds to be appropriated due to the miscommunication regarding the intended use of the matching funds.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion Approved

	For	Against	Abstained	Absent
David Piepmeyer	x			
David Williams	x			
George Brown	x			
Jacqueline A. Newton	x			
Fred McCoy	x			
	5	0	0	0

CARRIED.

- 9.4 Award and Approval of Contractors to Complete EWP Phase 1

Daniel Adams, Flood Plain Administrator, presented information in regards to the Emergency Watershed Protection (EWP) Program a

United States Department of Agriculture (USDA) grant funded program designed to provide assistance to communities recovering from natural disasters. Pender County received over \$2 million through this grant, supplemented by the North Carolina Division of Soil and Water Conservation, to remove debris and sediment from creeks and streams throughout the county. There is also funding to stabilize creek banks around culverts where roads were overtopped and washed out during Hurricane Florence. Due to the size of Pender County's project, the award was separated into two phases. This item is for Phase 1 only. Staff published a Request for Proposals on July 6, 2021, seeking contractors to perform two tasks. Task 1 is debris removal from 28 sites across the county and Task 2 is bank stabilization at four sites in Hampstead. The deadline for contractors to submit a proposal was August 6, 2021. Staff received four proposals that were reviewed and scored by a selection committee. The selection committee evaluated each proposal based on the criteria outlined in the RFP, including lowest apparent bid, qualifications/experience, and additional factors. Additional factors included completeness of requested bid schedule, understanding of the proposed scope and the EWP program, and a timeline and schedule forecasting progress and completion of the proposed work. Based on the results of the selection committee's scoring, two contractors are being recommended to the Board for award; Grillot Construction of Belle Chasse, Louisiana for Task 1 and Trader Construction Co. of New Bern, North Carolina for Task 2.

The proposal being recommended to the Board for Task 1 (debris removal) has a cost estimate that is substantially less than the grant budget. Therefore, staff is requesting that a not-to-exceed Purchase Order be approved in the amount of \$492,402, even though the recommended proposal's bid is \$168,095. A not-to-exceed clause in the contract will allow staff to add scope to the project quickly. The intent is to clear as much debris from the county's waterways as soon as possible to restore the county's natural drainage channels, thereby reducing the risk of flooding for the greatest number of people. The RFP required the contractors to break down costs per linear foot of work, so any increase in scope will be charged at that preidentified rate. Therefore, staff recommend the Board award a contract to Grillot Construction for Task 1 and approve a purchase order in the amount of \$492,402, and a separate contract be awarded to Trader Construction Co. for Task 2 and approve a purchase order in the amount of \$105,830.

Mr. Adams confirmed with the board that the bid numbers does include transport and disposal of debris to an approved site. Also, that all land

owners will have complete understanding and permission given to the county.

Natural Conservation Resource Service (RCRS) will have inspectors verify work has been completed before payment is made.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion Approved

	For	Against	Abstained	Absent
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
George Brown	x			
Fred McCoy	x			
	5	0	0	0

CARRIED.

9.5 Recommendation for Approval of Budget Amendment, Purchase Order, and Contract for Pender County Parks and Recreation Master Plan Update

Travis Henley, Director of Planning and Community Development, presented to the board that the current Pender County Parks and Recreation Master Plan, adopted in 2010, was designed to have a 10-year life span and is now due for an update. The goals of the Parks and Recreation Master Plan Update are to establish a comprehensive Master Plan that is applicable to the current and projected conditions in Pender County that will effectively guide the County for the next ten years in the acquisition, development, management, and maintenance of parks and recreation areas, facilities amenities, and programs, as well as address funding and the equitable allocation of resources. The plan should also align with the goals and directives of the Pender 2.0 Comprehensive Land Use Plan and meet requirements for grant funding through the Parks and Recreation Trust Fund, the Land and Water Conservation Fund, and other major funders. The Update will also allow Pender County to remain an eligible and competitive applicant for regional and national grant funding.

Following the advertisement of the RFP and the receipt of five proposals, Staff conducted interviews with the three highest scoring qualified firms. The total project budget for the Parks and Recreation Master Plan Update is \$47,200. Staff recommend approval of the budget amendment, as presented, for \$47,200 to McGill Associates from account number 665-404500, and approval of the purchase order and contract for the Parks and Recreation Master Plan Update.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion Approved

	For	Against	Abstained	Absent
David Piepmeyer	x			
David Williams	x			
George Brown	x			
Jacqueline A. Newton	x			
Fred McCoy	x			
	5	0	0	0

CARRIED.

9.6 Request Approval to hire (2) temporary, full-time Health Educators and a temporary, full-time Social Worker II to work as COVID-19 Liaisons

Carolyn Moser, Health Director, requested on behalf of the Health Department approval to hire two (2) temporary, full-time Health Educators and a temporary, full-time Social Worker II from funds received from Federal and State funding - ELC Reopening Schools School Health Liaison (Agreement #361) and Advancing Equity (Agreement #466). The Pender County Health Department received temporary funding from the Women's and Children's Health/Children & Youth Branch and Chronic Disease and Injury Section in a total of \$154,900. The funds are to be used to hire staff to assist with the coordination of COVID-19 screenings, testing, vaccine administration and other school health/public health services. And to address COVID-19 related health disparities in the community and advance health equity by expanding local health department services to prevent and control COVID-19 infection (or transmission) among Historically Marginalized Populations (HMPs) or other priority populations. State and Federal funding is short term and must be expended by June 30, 2022. No county dollars will be used for this activity.

Moved by Fred McCoy, seconded by Jacqueline A. Newton

Motion Approved

	For	Against	Abstained	Absent
David Piepmeyer	x			
David Williams	x			
George Brown	x			
Jacqueline A. Newton	x			
Fred McCoy	x			
	5	0	0	0

CARRIED.

10 DISCUSSION

10.1 Debris pickup options for smaller incorporated areas of the county

Tommy Batson, Emergency Management Director, asked for direction as part of a contingency plan does the board of county commissioners want to have the flexibility with an agreement pre-event with the smaller incorporated areas of Atkinson, Watha & St Helena. The Town of Burgaw, Surf City and Topsail Beach have these contractors in place. These smaller areas may reach out to the county in a large event for pickup and monitoring for debris. This being talked about and decided ahead of the event is best for the reimbursement and the county public information officer.

Options

#1-County only handles un-incorporated areas of the county.

#2-County working with the Village of St. Helena, Watha & Atkinson on contingency agreement to assist in debris removal.

#3-These areas and NCDOT work together on Debris Pickup

#4-These areas acting on the NCEM prepositioned disaster debris removal and monitoring contracts. Having a pre-event contract with these areas would be only a backup plan, contingency plan if needed with the direction of the board if they so choose.

Staff has reached out the NCDEQ and in the process of updating the contacts for all the approved debris site in the county. I would like to hear what the boards thoughts on for entering or not entering into a contract to cover these small, incorporated areas into the county debris in the time of a disaster for debris monitoring and pickup.

The board requested Mr. Batson reach out to the incorporated areas and share options with them and get some understanding in what they may want and bring back information to the board for a decision.

10.2 North Carolina Office of Recovery and Resiliency Strategic Buyout Program

Daniel Adams, Flood Plain Administrator, presented information on behalf of the North Carolina Office of Recovery and Resiliency (NCORR) which has developed a strategic buyout program that targets property acquisitions in high risk flood areas. The goal of the strategic buyout program is to remove people and property from flood prone areas, similar to previous buyouts conducted in the county using FEMA's Hazard Mitigation Grant Program (HMGP). Unlike the HMGP buyout programs, this program is not open to county residents at large and is funded through grant money from the federal Housing and Urban Development Department. NCORR used various data to develop these targeted buyout zones, including high flood risk locations (determined by Repetitive Loss or Severe Repetitive Loss classifications), residentially concentrated property, and sites located within a census block that is over 30% low to moderate income. The evaluation led to two locations in the county identified as proposed buyout zones; one in the Currie area off Canetuck Road and one outside Burgaw along the Northeast Cape Fear River. Please see the attached maps for the specific boundaries of the proposed buyout zones. If this program moves forward and properties are purchased using grant funding, the County's main obligation is taking ownership of the acquired properties. These properties would be deed restricted as open space in perpetuity with very limited allowable land uses. This program will be managed at the state level by NCORR staff and will not require the disbursement of any county funds. Mr. Adams confirmed with the board that not participating in this program would not prohibit citizens from future help from FEMA, or other federal programs if needed.

The board requested Mr. Adams follow up with NCORR in regards to public outreach and getting this information out and will follow up with the board.

11 APPOINTMENTS

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

The Pender County Health Board convened at 5:39 p.m. to receive briefing from Carolyn Moser, Health Director. Ms. Moser gave a brief update on the Covid numbers and where Pender County stands. To date: Pender county has had 7,513 positive cases with 81 deaths. She gave a break down of the ages as well. She stated they are testing around 80 people a week and vaccinating 200-250 individuals per week. There has been no guidance regarding booster doses for those other than immunocompromised at this time. The BOH adjourned and reconvened as BOCC at 5:44 p.m.

18 SOCIAL SERVICES BOARD

19 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

- Mr. Thurman stated that there were items for closed session, items 3,4,5 and 6.

20 CLOSED SESSION (IF APPLICABLE).

Motion to go into closed session made at 6:19 P.M. Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session; 5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the

acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract; and 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting. The Board exited closed session at approximately 7:00 p.m. No announcement was made upon exiting closed session.

21 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

22 ADJOURNMENT

Meeting adjourned at 8:52 p.m.



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: September 20, 2021

SUBJECT: Approve RFQ for Engineering Design of Sewer Extension from Pender Commerce Park to Blueberry Road

SUMMARY:

The Board has previously expressed interest in encouraging development in western Pender County. One of the things that makes development more difficult is the lack of public sewer service in the area. Discussions have been held with county staff on how to provide expanded service to the area, which is how this idea came to fruition. There has also been some interest shown by a property owner along Blueberry Road to begin a primarily residential sizable development in the area, but the lack of public sewer is a major roadblock.

Upon the Board's approval of the RFQ, PCU will proceed with advertising the document. Following the receipt of Statements of Qualification from engineering firms, a staff committee will evaluate and score each SOQ to determine the best firm to perform the work. We will then work with the selected firm to draft a contract for services for the project. Based on the time needed for advertising, evaluation, and negotiations, we anticipate bringing a proposed contract to the Board for consideration on December 6th (as noted in the Schedule section of the RFQ).

This project is NOT CURRENTLY FUNDED. When a proposed engineering contract is considered for the project by the Board, a funds transfer will also be required to proceed. Currently we anticipate either using a portion of the county's federal ARP funds, fund balance (general and/or enterprise), or proceeds from the sale of Pender Commerce Park property for this economic development project, at the Board's direction.

ACTION REQUESTED:

Approve Request for Qualifications for US 421 sewer extension design

ATTACHMENTS:

Proposed RFQ

REQUEST FOR QUALIFICATIONS



PROFESSIONAL ENGINEERING SERVICES US 421 SEWER PUMP STATION & FORCE MAIN

For Pender County Utilities - Burgaw, NC

RFQ # 210921-

Date of Issue: September 21, 2021

Statements of Qualifications Due: October 20, 2021

Time: 3:00 PM (EDT)

Issued for:



PENDER COUNTY UTILITIES

Kenneth Keel, PE, Director

505 E. Fremont Street

P.O. Box 995

Burgaw, NC 28425

Phone - 910.259.0212

Fax - 910.259.1579

Email – kkeel@pendercountync.gov

Issued By:

Trisha Newton, Purchasing Agent

Pender County Finance ♦ 805 S. Walker St. #1578 ♦ Burgaw, NC 28425

Phone: 910.259.1281 ♦ Email: newton@pendercountync.gov

**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ENGINEERING CONSULTING SERVICES**

US 421 SEWER PUMP STATION & FORCE MAIN

**For PENDER COUNTY UTILITIES
Burgaw, NC
September 21, 2021**

GENERAL

Pender County Utilities (PCU) is seeking Statements of Qualifications (SOQ) from consulting engineering firms experienced with sewage pump station and force main design. The engineering firm will provide complete design, permitting, and construction administration/observation of a proposed 0.75 MGD capacity sewage pump station, approximately 5 miles of 10" force main, and related wastewater utilities improvements planned for the US 421 corridor in western Pender County.

SUBMISSION OF SOQ

Firms are invited to submit a SOQ to the PCU by no later than **3:00 PM on October 20, 2021**. Submittals received after this deadline will not be considered. Firms shall submit an electronic document in .pdf format.

SOQ's shall be limited to **20 pages or less**, excluding cover page and tabs.

A reply will be sent to the email address submitting the statement of qualifications to confirm receipt. It is the submitting firm's responsibility to confirm that PCU has received the statement of qualifications via email. If email reply is not received, please call 910-259-0212 before the deadline for submission.

Submitted information shall comply with NCGS 143-64.31 through 64.34 (aka Mini Brooks Act).

Firms submitting Qualifications are encouraged to carefully check for conformance to the requirements stated herein. Qualifications that do not meet all of the noted requirements or are sent to any address other than that noted, will be disqualified. No exception will be granted.

Any questions concerning this RFQ should be directed to Kenny Keel, Director, Pender County Utilities, at kkeel@pendercountync.gov or (910) 259-0212 no later than October 13, 2021 at 10:00am. Questions will be answered in the form of an Addendum on October 15, 2021.

Statements of Qualifications shall be submitted to:

Kenny Keel, Director
Pender County Utilities
kkeel@pendercountync.gov

BACKGROUND & SCOPE OF WORK

The existing Pender Commerce Park wastewater treatment plant (WWTP) is located adjacent to the Pender Commerce Park and surface water treatment plant just off US 421 near the southern border of Pender County. This plant currently serves only the Pender Commerce Park, but Pender County desires to expand its service area to encourage development along the US 421 corridor. The WWTP currently has a 0.5 MGD capacity (approximately 0.1 MGD in use) and is expandable to 4 MGD.

This project proposes to install a wastewater pump station facility near the intersection of Blueberry Road and US 421, and construct a force main from the station to the existing WWTP. The anticipated capacity of the pump station is 0.75 MGD (to allow for future growth) and the force main size is anticipated to be 10". The length of the proposed main is approximately 5 miles and is anticipated to be constructed within or mostly within the US 421 right-of-way.

Engineering services shall include, but not be limited to, the following:

- Design phase services
- Funding coordination (construction funding source not yet determined)
- Environmental Assessment/CE/Other required environmental evaluations
- Surveying
- Easement Mapping (if required)
- Subsurface Utility Engineering
- Permitting Phase Services
- Bid & Award Phase Services
- Construction Administration
- Construction Observation

EVALUATION

Firms submitting Qualifications to perform the work noted will be evaluated based upon the firm's experience, personnel knowledge & experience with similar projects, references, accurate response to criteria in the RFQ, and other criteria. Consultants must demonstrate their level of competence and qualification to complete the services noted in the scope of work.

Sub-consultants to be utilized for geotechnical, hydrogeology, electrical, mechanical, and/or other relevant work must be listed in the Statement of Qualifications.

Criteria that may be used to select an engineer includes the following:

1. Design experience for wastewater pump stations of similar size and wastewater force mains.
2. Experience with wastewater utilities and environmental permitting.
3. Accuracy on project cost estimates by the project team.
4. Ability to deliver projects on-time and on-schedule. The consultant shall have personnel and resources available to perform the work.
5. Experience working with sub-consultants required for the work, or ability to perform work in-house.
6. Understanding of the scope of work, along with potential project challenges.
7. State & local regulatory experience.
8. Experience with various potential funding sources, including funding applications, project design, and construction administration of projects with these funding sources.

SCHEDULE

1. Questions about this RFQ submitted by 10am October 13, 2021.
2. Addendum with Answers issued October 15, 2021.
3. SOQs due by 3pm October 20, 2021.
4. Decision on selection by November 3, 2021.
5. Engineering contract negotiations and finalization by November 18, 2021.
6. Engineering contract consideration by Pender County Board on December 6, 2021.
7. Further scheduling to be determined and established within the engineering contract to the extent possible.

REQUIREMENTS

Qualifying Statements shall include:

1. Firm name, address, telephone number, fax number, email address, web address, and contact person(s).

2. Year in which the firm was established and any former names under which the firm operated.
3. Qualifications and experience of personnel who would be performing design services for the project(s) by providing:
 - a. A list of design projects demonstrating experience/understanding of the experience described in this RFQ. Project information shall include:
 - i. a summary of the scope of work and deliverables,
 - ii. the owner of the project, and
 - iii. the name, number and email of a reference for the project.
4. References for similar projects completed, including owner contact information.
5. Information related to items noted in the Evaluations section of this RFQ.
6. Standard fee schedule for firm's staff and services.
7. SOQ submittal is limited to 20 printed pages maximum, excluding cover page & tabs.

The following criteria will be deemed necessary for approval of a contract with the selected firm and can be submitted after selection:

- The firm must meet the following insurance requirements.
 - General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate. PCU must be additional insured
 - Workers Compensation \$500,000/\$500,000/\$500,000
 - Auto Liability Insurance \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage
 - Professional Liability not less than \$1,000,000 per loss.
- Any firm wishing to be considered must be properly registered with the Office of the Secretary of State of NC and the NC Board of Examiners for Engineers & Surveyors.

NOTIFICATION

The selected firm will be notified by telephone and/or email.

PCU reserves the right to reject any and all submissions, decline to proceed with selection of any firm, to request additional qualifications, and to make inquiries as may be necessary to verify qualifications. Nothing in this document shall require PCU to proceed with design and/or construction.



Pender County Request for Board action

TO: Board of County Commissioners
FROM: James Rowell
DATE: September 20, 2021
SUBJECT: Approval of Budget Amendment and Purchase Order to accept North Carolina Department of Public Safety Swiftwater PPE grant awards in the amount of \$30,395.49.

SUMMARY:

The North Carolina Department of Public Safety Swiftwater PPE grant is for deputies operating in waterways in Pender County. This equipment would provide personal protective equipment to deputies operating in and around critical waterways in watercraft or patrolling the shorelines. This project will ensure the safety of the deputies while they provide security of these waterways and during events that occur on these waterways. These waterways are patrolled for prevention of criminal activity of all kinds to include but not limited to terrorism, theft, crime concealment etc.

These funds will come out of account 510037-403300.

ACTION REQUESTED:

Approval of Budget Amendment and Purchase Order to accept North Carolina Department of Public Safety Swiftwater PPE grant awards in the amount of \$30,395.49.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

James Rowell
Pender County Sheriff's Office
605 East Fremont St
Burgaw, NC 28425-5115

Period of Performance: September 1, 2020 to February 28, 2023
Project Title: Water PPE Completion
Total Amount of Award: \$4,743.49
MOA #: 2040064

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Executive Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant #: EMW-2020-SS-00023

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Pender County Sheriff's Office
Tax ID/EIN #: 566000329
Duns #: 082361403

MOA #: 2040064

Award amount: \$4,743.49

Period of performance:

September 1, 2020 to February 28, 2023

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

By initialing, the Subrecipient requests that the Recipient retains funds effective September 1, 2020. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management or its assigns to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of awarded funds through the FY 2020 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management or its assigns to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness,

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response, and recovery capabilities. See Attachment 1 for detailed Scope of Work. Subrecipient in returning management responsibilities back over to North Carolina Emergency Management or its assigns relieves itself from requirements set forth in this MOA.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2023.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 HSGP Application Packet, incorporated by reference herein.

The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the

grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2020. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2023.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and

Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2023.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th, April 15th, July 15th and October 15th*. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA (attachment 5).
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant including Grant- Funded Typed Resource Report (attachment 3).
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 HSGP NOFO announcement and Grant Award and Special Conditions documents including DHS Standard Terms and Conditions (attachment 4).
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 HSGP NOFO announcement, available at: www.fema.gov. 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. 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. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

For all DHS grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

A subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.

A subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must within 9 months of the subrecipient's fiscal year end:

- A. Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (<https://www.gao.gov/yellowbook>).
- C. Make copies of the single audit available to the public.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 HSGP NOFO announcement.

22. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Prohibition on purchasing certain telecommunications

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system
3. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

25. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

26. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

27. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling
- B. Documentation to be provided throughout the Period of Performance of the grant:

- i. Quarterly project progress reports
- ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
- iii. After-action report from exercise
- iv. Training course roster and description
- v. Any other documentation that would be pertinent
- vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

- vii. Proof of payment of expenses associated with the project

28. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, 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.
- B. 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded

full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

31. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other

requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

32. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

33. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace

- iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

34. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2020. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

35. Term of this Agreement

This agreement shall be in effect from September 1, 2020 to February 28, 2023.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2020.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

PENDER COUNTY SHERIFF'S
OFFICE
605 EAST FREMONT ST
BURGAW, NC 28425-5115

BY: Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, EXECUTIVE DIRECTOR
& DEPUTY HOMELAND SECURITY ADVISOR
NC EMERGENCY MANAGEMENT/
NC OFFICE OF RECOVERY & RESILIENCY

BY: Alan W. Cutler

APPROVED AS TO PROCEDURES:

BY: Tara Williams-Brown
TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: James Rowell

BY: William Polk
WILLIAM POLK, DEPUTY GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS DEPUTY GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

BY: Erik A. Hooks
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Pender County Sheriff Department		
Street address	P O Box 1449		
City	Burgaw	ZIP + 4	28425-5115
Email	James.rowell@pendersheriff.com		
EIN/Tax ID number	566000329		
DUNS number	082361403		
SAM registered	Yes	Expiration date	
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	James Rowell		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants.</i>			
Name	James Rowell		
Agency	Pender County Sheriff's Office		
Title	Captain		
Phone (work)	910-259-1436	Phone (mobile)	910-470-7818
Street address	P O Box 1449		
City	Burgaw	ZIP + 4	28425-5115
Email	James.rowell@pendersheriff.com		

Field help

MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional information section.</i>			
Name	Alan Cutler		
Agency	Pender County Sheriff's Office		
Title	Sheriff		
Street address (not PO Box)	605 East Freemont Street		
City	Burgaw	ZIP + 4	28425-5115
Email	Alan.cutler@pendersheriff.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Host local government (if project funds are being returned to the State)

Hosting county			
<i>This is the county that is agreeing to "turn back" awarded funds to the State.</i>			
Contact name	Click or tap here to enter text.		
County	Click or tap here to enter text.		
Street address	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		
EIN/Tax ID number	Click or tap here to enter text.		
DUNS number	Click or tap here to enter text.		
SAM registered	Choose an item.	Expiration date	Click or tap to enter a date.

Field help

Projects

Complete information for up to three projects.

Project # 1

Enter requested information in the sections listed below.

Project information

General information			
<i>Enter information describing the project.</i>			
Title	Pender County Sheriff's Office Water PPE Completion		
Description	Water PPE for Deputies operating in waterways in Pender County		
Goal	This equipment would provide personal protective equipment to deputies operating in and around critical waterways in watercraft or patrolling the shorelines. This project will insure the safety of the deputies while they provide security of these waterways and during events that occur on these waterways. These waterways are patrolled for prevention of criminal activity of all kinds to include but not limited to terrorism, theft, crime concealment etc.		
Classification	DPR	DPR number (if "DPR")	3
Is project deployable?			Yes
Is project shareable?			Yes
Does the project contribute to the development or operation of the fusion center?			No
Does this project support a previously awarded investment?			Yes
Construction/renovation required	No		
Structural attachment required	No		
Core capabilities addressed			
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Physical Protective Measures		
Secondary	Community Resilience		
Capabilities building	Build (increase current capabilities)		
Project timeline milestones			
<i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Apply For Approval	12/2019		
Funding Approved	11/2020		
Funding Award	11/2020		
Purchase Equipment	12/2020		
Close Out	Upon Purchase		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Budget

Planning/Training/Exercise costs		
<i>For each cost item select an activity area and then a description and the amount.</i>		
Activity area	Description	Cost
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Equipment costs

Enter equipment items and their costs into the table and then enter the total of the costs in the field below.

Description	AEL #	Quantity	Item cost	Extended cost	Tax	Shipping/handling	Total cost
Dry suits	01SW-01-SUIT	3	\$1,382.23	\$4,146.60	0	0	\$4,146.69
Universal Water Rescue PFD	01SW-04-SPFD	3	\$180.00	\$540.00			\$540.00
Rescuer alert device	03WA-01-ALRT	10	\$5.68	\$56.80			\$56.80
							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
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Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.

Funding summary

For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).

Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter cost.	Enter amount.
Equipment		\$4,743.49
Training		Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding		\$4,743.49

Field help

Additional information (if needed)

Project # 2

Project # 3

Certification

Certification	
<i>Review each certification item and check where appropriate.</i>	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. ☐ If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. ☐ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Attachment 2

Quarterly Progress Report

FY 2020 HSGP

Subrecipient: Pender County Sheriff's Office

MOA #: 2040064

Grant award amount: \$ 4,743.49

Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed report to the grants manager.

Quarter	☐ October – December (due January 15) ☐ January – March (due April 15) ☐ April – June (due July 15) ☐ July – September (due October 15)	
Funds expended prior quarters	Click or tap here to enter text.	
Funds expended this quarter	Click or tap here to enter text.	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to ncemgrants1@ncdps.gov.

Attachment 3

Grant-Funded Typed Resource Report

t purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that pose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments. ing is to "Sustain Current" existing capabilities or will increase or "Add New" capability. he Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show

ncluding a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new l at www.fema.gov/media-library/assets/documents/28973?id=6432

PROJECT:									
-13xx Generators & Generator Switches									
NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments	
I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.	
III	N/A	N/A	55	3	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.	
State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.	
II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.	

[illegible]

Attachment 4

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

2020 DHS Standard Terms and Conditions

42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

2020 DHS Standard Terms and Conditions

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Attachment 5

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain documentation for the grant award. The files must be available for review by the North Carolina Division of Emergency Management Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequent funding may be withheld.



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant#: EMW-2020-SS-00023

SUBAWARD NOTIFICATION

James Rowell
Pender County
805 Ridgewood Ave
Burgaw, NC 28425-

Period of Performance: September 1, 2020 to February 28, 2023
Project Title: Swiftwater PPE
Total Amount of Award: \$25,652.00
MOA #: 2040014

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2020 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
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Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov
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OFFICE LOCATION
1636 Gold Star Drive
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Telephone: (919) 825-2500
Fax: (919) 825-2685

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Roy Cooper, Governor
Erik A. Hooks, Secretary

North Carolina Department of Public Safety

Emergency Management

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2020

AL #: 97.067

Grant #: EMW-2020-SS-00023

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Pender County
Tax ID/EIN #: 56-6000329
Duns #: 082361403

MOA #: 2040014

Award amount: \$25,652.00

Period of performance:

September 1, 2020 to February 28, 2023

DPS fund code: 1502-7A38-3H20

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2020 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov; (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

By initialing, the Subrecipient requests that the Recipient retains funds effective September 1, 2020. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management or its assigns to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of awarded funds through the FY 2020 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management or its assigns to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness,

HSGP MOA 2020

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response, and recovery capabilities. See Attachment 1 for detailed Scope of Work. Subrecipient in returning management responsibilities back over to North Carolina Emergency Management or its assigns relieves itself from requirements set forth in this MOA.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2023.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 HSGP Application Packet, incorporated by reference herein.

The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the

grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2020. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2023.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and

Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2023.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: *January 15th*, *April 15th*, *July 15th* and *October 15th*. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA (attachment 5).
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant including Grant- Funded Typed Resource Report (attachment 3).
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 HSGP NOFO announcement and Grant Award and Special Conditions documents including DHS Standard Terms and Conditions (attachment 4).
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 HSGP NOFO announcement, available at: www.fema.gov.

2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by the subrecipient under this grant.

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. 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. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

For all DHS grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

A subrecipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the subrecipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.

A subrecipient that receives a combined **\$750,000** or more in funding from all **federal** funding sources, even those passed through a state agency, must within 9 months of the subrecipient's fiscal year end:

- A. Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- B. Submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (<https://www.gao.gov/yellowbook>).
- C. Make copies of the single audit available to the public.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 HSGP NOFO announcement.

22. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Prohibition on purchasing certain telecommunications

Effective August 13, 2020, FEMA recipients and subrecipients may not use any FEMA funds under open or new awards to:

1. Procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology of any system
3. Enter into, extend, or renew contracts with entities that use *covered telecommunications equipment or services* as a substantial or essential component of any system, or as critical technology as part of any system

Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition. Recipients and subrecipients should refer to applicable program guidance or contact the applicable program office to determine if replacement equipment or services is eligible under that program.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
3. Telecommunications or video surveillance services provided by such entities or using such equipment
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

25. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

26. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2023. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

27. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling
- B. Documentation to be provided throughout the Period of Performance of the grant:

HSGP MOA 2020

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- i. Quarterly project progress reports
- ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
- iii. After-action report from exercise
- iv. Training course roster and description
- v. Any other documentation that would be pertinent
- vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

- vii. Proof of payment of expenses associated with the project

28. Lobbying Prohibition

The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, 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.
- B. 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative 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.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

During the performance of this contract, the subrecipient, for itself, its assignees and successors in interest (hereinafter referred to as the "subrecipient") agrees as follows:

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly

in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. **Information and Reports:** The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. **Sanctions for Noncompliance:** In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded

full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

31. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other

requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

32. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

33. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace

- iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

34. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2020. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

35. Term of this Agreement

This agreement shall be in effect from September 1, 2020 to February 28, 2023.

PENDER COUNTY
805 RIDGEWOOD AVE
BURGAW, NC 28425-

BY: _____

BY: _____

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DocuSign Envelope ID: 4B4E91D0-E530-4500-9063-B76F46269300

Attachment 1

North Carolina Emergency Management

Homeland Security Grant Program (HSGP) Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant <i>This is the agency applying for grants.</i>			
Applying agency	Pender County Sheriff Department		
Street address	P O Box 1449		
City	Burgaw	ZIP + 4	28425-5115
Email	James.rowell@pendersheriff.com		
EIN/Tax ID number	566000329		
DUNS number	082361403		
SAM registered	Yes	Expiration date	
Is the agency applying as a nonprofit with 501(c)(3) status?	No		
Your name	James Rowell		
Are you authorized to apply for grants on behalf of the applying agency?	Yes		

Field help

Applying agency	The name of the agency applying for the grant.
Street address, City, ZIP + 4, Email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the applying agency.
EIN/Tax ID number	The unique nine-digit identification number of the agency. Your Financial personnel should be able to provide this number.
DUNS number	The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number.
SAM registered	Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is https://www.sam.gov/ .
Expiration date	The expiration date of the SAM account.
Is the agency applying as a nonprofit with 501(c)(3) status?	See https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations .
Your name	The name of the individual completing this application.

Point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants.</i>			
Name	James Rowell		
Agency	Pender County Sheriff's Office		
Title	Captain		
Phone (work)	910-259-1436	Phone (mobile)	910-470-7818
Street address	P O Box 1449		
City	Burgaw	ZIP + 4	28425-5115
Email	James.rowell@pendersheriff.com		

Field help

Name The name of the contact.

Agency The name of the agency of the contact.

Title The title within the agency of the contact.

Phone, Street address, City, ZIP + 4, email The phone number, street address (not PO Box), city, nine-digit zip code, and email of the contact.

Name The name of the program manager.

Email The email address of the program manager.

MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the project Additional information section.</i>			
Name	Alan Cutler		
Agency	Pender County Sheriff's Office		
Title	Sheriff		
Street address (not PO Box)	605 East Freemont Street		
City	Burgaw	ZIP + 4	28425-5115
Email	Alan.cutler@pendersheriff.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

Host local government (if project funds are being returned to the State)

Projects

Complete information for up to three projects.

Project # 1

Enter requested information in the sections listed below.

Project information

General information <i>Enter information describing the project.</i>			
Title	Pender County Sheriff's Office Water PPE		
Description	Water PPE for Deputies operating in waterways in Pender County		
Goal	This equipment would provide personal protective equipment to deputies operating in and around critical waterways in watercraft or patrolling the shorelines. This project will insure the safety of the deputies while they provide security of these waterways and during events that occur on these waterways. These waterways are patrolled for prevention of criminal activity of all kinds to include but not limited to terrorism, theft, crime concealment etc.		
Classification	DPR	DPR number (if "DPR")	3
Is project deployable?			Yes
Is project shareable?			Yes
Does the project contribute to the development or operation of the fusion center?			No
Does this project support a previously awarded investment?			No
Construction/renovation required	No		
Structural attachment required	No		
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Physical Protective Measures		
Secondary	Community Resilience		
Capabilities building	Build (increase current capabilities)		
Project timeline milestones <i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Apply For Approval	12/2019		
Funding Approved	11/2020		
Funding Award	11/2020		
Purchase Equipment	12/2020		
Close Out	Upon Purchase		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Budget

Planning/Training/Exercise costs <i>For each cost item select an activity area and then a description and the amount.</i>		
Activity area	Description	Cost
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.
Choose an item.	Click or tap here to enter text.	Enter cost.

Equipment costs

Enter equipment items and their costs into the table and then enter the total of the costs in the field below.

Description	AEL #	Quantity	Item cost	Extended cost	Tax	Shipping/handling	Total cost
Dry suits	01SW-01-SUIT	15	\$1,382.23	\$20,733.47	0	0	\$20,733.47
Universal Swift water Rescue PFD	01SW-04-SPFD	15	\$180.00	\$2,700.00			\$2,700.00
75 Foot Throw bag	03WA-02-BAGT	15	\$38.00	\$570.00			\$570.00
NRS Water Rescue Gloves	01SW-02-GLOV	15	\$48.00	\$720.00			\$720.00
Fox 40 Water Rescue Whistle	03WA-01-ALRT	15	\$6.50	\$97.50			\$97.50
Shipping							\$111.53
NRS Equipment Bag	01WA-06-BAGS	15	\$48.00	\$720.00			\$720.00
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.
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Click or tap here to enter text.							Enter cost.
Click or tap here to enter text.							Enter cost.

Funding summary

For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).

Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter cost.	Enter amount.
Equipment		\$25,652.50
Training		Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding		\$25,652.50

Field help

Additional information (if needed)

Project # 2

Project # 3

Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	☒ This application includes complete and accurate information. ☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. ☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. ☒ Submission of the project proposal does not guarantee funding. ☒ Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). ☒ Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. ☐ If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. ☐ (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

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Attachment 2

Quarterly Progress Report

FY 2020 HSGP

Subrecipient: Pender County

MOA #: 2040014

Grant award amount: \$ 25,652.00

<i>Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.</i>		
Quarter	☐ October – December (due January 15) ☐ January – March (due April 15) ☐ April – June (due July 15) ☐ July – September (due October 15)	
Funds expended prior quarters	Click or tap here to enter text.	
Funds expended this quarter	Click or tap here to enter text.	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Forward the completed report to ncemgrants1@ncdps.gov.

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Attachment 3

Attachment 3 - **EXAMPLE**

Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?Id=6432

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-501-130x		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (If applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	II	N/A	N/A	50	8	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II US&R Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

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Attachment 3 Grant-Funded Typed Resource Report

Tool instructions:

1. Each row should contain one piece of equipment purchased for or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typing Discipline, NIMS Typing Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local/Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]

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Attachment 4

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

2020 DHS Standard Terms and Conditions

[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

2020 DHS Standard Terms and Conditions

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729- 3733](#), which prohibit the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

2020 DHS Standard Terms and Conditions

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements

All instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272 \(1965\)](#), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#).) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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Attachment 5

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- ☐ Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- ☐ Completed appropriate cost report forms with invoices and proof(s) of payment
- ☐ Audit Findings and Corrective Action Plans
- ☐ Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- ☐ Backup documentation, such as bids and quotes.
- ☐ Cost/price analyses on file for review by Federal personnel, if applicable.
- ☐ Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- ☐ Specifications
- ☐ Solicitations
- ☐ Competitive quotes or proposals
- ☐ Basis for selection decisions
- ☐ Purchase orders
- ☐ Contracts
- ☐ Invoices
- ☐ Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.



Pender County Budget Ordinance Amendment

Wednesday, September 8, 2021

Page 70 of 71

Date Wednesday, September 8, 2021
Board Meeting Date (If Applicable) Monday, September 20, 2021

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Division, Program, Project, etc. North Carolina Department of Public Safety
Swiftwater PPE grant Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Equip deputies with personal protective equipment to operate in and around critical waterways in watercraft or patrolling the shorelines.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510037-348092		30,395.49
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510037-403300	Supplies	30,395.49
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 30395.49

Total Expenditures 30395.49

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Dee Turner
DATE: September 20, 2021
SUBJECT: Approval of Budget Ordinance Amendment for Pender County Juvenile Crime Prevention Council; \$6,700

SUMMARY:

The Pender County Juvenile Crime Prevention Council's (JCPC) administrative work has been contracted out for 20 years. It was decided that this work should be done by an employee so the position of JCPC Coordinator was created. This position is part time and JCPC funds will cover all of the salary and FICA for the employee. All of JCPC Administration expenses were in one line within Org 691. Now that there is a part time employee, a new Org, 685, had to be created and all of the funding for JCPC Administration needs to be moved to capture line item costs.

ACTION REQUESTED:

Approval of Budget Ordinance Amendment for Pender County Juvenile Crime Prevention Council in the amount of \$6,700.



Pender County Budget Ordinance Amendment

Thursday, August 26, 2021

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Date Thursday, August 26, 2021
Board Meeting Date (If Applicable) Monday, September 20, 2021

Fiscal Year FY 2021-2022 Fund 10 - GENERAL
Department 691 - YOUTH ALTERNATIVES/TEEN COURT

Purpose of Request
To set up new Org for JCPC Administration expenses. JCPC Administration expenses were in one line within Org 691 but because it will now have a Part Time employee, it needs to be moved to capture several line item costs.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-348018	JCPC-Admin	6700
2	685-348018	JPCC-Admin	-6700
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	691-419101	JCPC-Admin	-6700
2	685-400400	Temp Wages	5000
3	685-400500	FICA	385
4	685-403300	Supplies & Materials	315
5	685-404500	Contracted Services	1000
6			
7			
8			
9			

	Account # (ORG-OBJECT)	Account Description	Amount
10			
11			
12			
13			

Prepared By:

Angela Miller

Email

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Pender County Request for Board Action

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	September 20, 2021
SUBJECT:	Approval of an Appointment to the Pender County Tourism Development Authority

SUMMARY:

The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will.

Karen Malloy is applying for the reappointment to the Pender County Tourism Development Authority. Ms. Malloy has served one term on the TDA and represents District 5. Her application is attached for the Board's review. If approved, this appointment will be for 3 years and expire August 31, 2024.

ACTION REQUESTED:

To consider approving an appointment to the Tourism Development Authority

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 Malloy			First Karen			M.I. N		Date 8-26-30	
Physical Address 513 N Wright Street						Apartment/Unit #			
City Burgaw			State NC			ZIP 28425			
Mailing Address (if different from above) Post Office Box 923									
City Burgaw			State NC			ZIP 28425			
Home Phone 919-740-7802 (c)			Work Phone			E-mail Address 1 gloriasdaughter53@gmail.com			
Fax Number						E-mail Address 2			
Board Interest(s) Pender County Tourism									
How long have you been a resident of Pender County? Four years									
EDUCATION									
High School Burgaw High			Location Burgaw, North Carolina						
From	1969	To	1971	Did you graduate?	YES ☒	NO ☐			
College Cape Fear College			Location Wilmington, NC						
From	1971	To	1973	Did you graduate?	YES ☒	NO ☐	Degree AAS		
Other NC State University			Location Raleigh, NC						
From	1989	To	1990	Did you graduate?	YES ☐	NO ☒	Degree Textiles		
EMPLOYMENT HISTORY									
Current Employment		Retired				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: Pender County Tourism Board Pender County Arts Council Rotary Club CPR Forum									

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 County Tourism - 3 years Pender County Arts Council 2.5 years			
State reasons why you feel qualified for this appointment(s): Currently engaged and involved with seeing Pender County being the best it can be and would like to continue contributing in that effort. It is a rewarding experience to be a part of improving and growing our beautiful county and "Hallmark" town.			
MILITARY SERVICE			
Branch		NA	
Rank at Discharge		From	To
		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	
Karen Malloy		8-26-2021	

Submit Form by Email