



Pender County

Agenda

Board of County Commissioners Meeting
Monday, January 3, 2022 @ 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 INFORMATION		
6.	PUBLIC COMMENT		
7.	CONSENT AGENDA		
7.1.	Approval of a Budget Amendment for funds in Donation-Sheriff's Office (510-335040) in the amount of \$8,000. Shop with a Sheriff program BOA - Pdf	Cutler	5 - 7
7.2.	Approval of Budget Amendment for North Carolina Department of Public Safety in the amount of \$45,000.00. Approval of BOA - Pdf	Cutler	9 - 14
7.3.	Approval of Purchase Order to Fairway Ford for the purchase of 2022 Ford F150 truck for Investigations/CSI in the amount of \$50,755.35. Fairway Ford 2022 Ford F150 Investigation/CSI - Pdf	Cutler	15 - 16
7.4.	Consideration of Six Month Extension to Hurricane Matthew and Hurricane Florence Disaster Recovery Act Grant Agreements Grant Approval - Pdf	Henley	17 - 48
7.5.	Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2021-2022: Low Income Energy Assistance: \$45,917 LIEAP Additional Funds FY 2021 - Pdf	Stewart	49 - 57
7.6.	Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2020-2021: Low Income Household Water Assistance Program: \$83,993 LIHWAP Additional Funds FY 2021 - Pdf	Stewart	59 - 83
7.7.	Approval of the Board of Commissioner Meeting Minutes December 6, 2021 BOCC Meeting Minutes December 6, 2021 - Pdf	Cline	85 - 105
7.8.	Approval of Expanding Purchase Order to T&H Construction for Water & Sewer Emergency Repairs: \$40,000. PO_T&HConstruction_EmergencyWaterRepairs_FY22 - Pdf	Keel	107 - 110

7.9.	Approval of Expanding Purchase Order to Sadale Utilities for Minor Water Repairs: \$40,000. PO SadaleConstruction MinorWaterRepairs - Pdf	Keel	111 - 114
7.10.	Approval of Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of \$42,142.50. Laserfiche - Pdf	Harvey	115 - 117
7.11.	Approval of Tax Releases and Refunds December 2021 Releases and Refunds - Pdf	Pound	119 - 121
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8.1.	Recommendation to award Sound Decisions of Wilmington the contract and issue a purchase order to Sound Decisions for an agreement in the amount of \$120,242.98 for FY22. Sound Decisions - Pdf	Batson	123 - 147
8.2.	Approval of a Budget Amendment to Approve Decrease in the Department of Social Services Revenues and Expenditures for Fiscal Year 2021-2022: \$36,588 for the Crisis Intervention Program. Decrease CIP Funds - Pdf	Stewart	149 - 154
8.3.	Approval of Budget Ordinance Amendment and Purchase Order to Tyler Technologies for Energov Assist Support Package PCD BOA Energov Assist - Pdf	Henley	155 - 162
8.4.	Offer on three surplus lots located on River Bend Bid offer and GIS map - Pdf	Cline	163 - 167
8.5.	Approval of the Golden Leaf funds in the amount of \$500,000.00 for redevelopment of former BASF Brownsfield site. Golden Leaf Grant - Pdf	McEwen	169 - 178
9.	DISCUSSION Factory Road Water Line Extension Project Update-Kenny Keel		
10.	APPOINTMENTS		
10.1.	Approval of an Appointment to the Pender County Board of Adjustment Shayne Frey - Pdf	Cline	179 - 181
11.	MAPLE HILL WATER AND SEWER DISTRICT		
12.	ROCKY POINT WATER AND SEWER DISTRICT		
13.	SCOTTS HILL WATER AND SEWER DISTRICT		
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15.	CENTRAL PENDER WATER AND SEWER DISTRICT		
16.	PENDER COUNTY BOARD OF HEALTH		
17.	SOCIAL SERVICES BOARD		
18.	ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS		
19.	CLOSED SESSION (IF APPLICABLE).		
20.	ADJOURNMENT		



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: January 3, 2022

SUBJECT: Approval of a Budget Amendment for funds in Donation-Sheriff's Office (510-335040) in the amount of \$8,000.

SUMMARY:

This request for approval of a budget amendment to transfer funds from Sheriff's Office donation revenue account to Outreach expenditure account in the amount of \$8,000.00. These funds are donated by citizens to be used for Christmas shopping for the Shop with a Sheriff program.

ACTION REQUESTED:

Approval of a Budget Amendment for funds in Donation-Sheriff's Office (510-335040) in the amount of \$8,000.



Pender County Budget Ordinance Amendment

Monday, December 20, 2021

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Date Monday, December 20, 2021

Board Meeting Date (If Applicable) Monday, January 3, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Division, Program, Project, etc. Shop with a Sheriff program Department 510 - SHERIFFS DEPARTMENT

Purpose of Request
Transfer revenue 10-211040 to expenditure 510-403300 for Shop with a Sheriff Program

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-335040	Donations	8,000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-417816	Outreach	8,000.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues

8000

Total Expenditures

8000

Prepared By:

Jennie Coleman

Email

jennifer.coleman@pendersheriff.com



Pender County Request for Board action

TO: Board of County Commissioners

FROM: Alan Cutler

DATE: January 3, 2022

SUBJECT: Approval of Budget Amendment for North Carolina Department of Public Safety in the amount of \$45,000.00.

SUMMARY:

Approval of Budget Amendment for North Carolina Department of Public Safety in the amount of \$45,000.00. This increase is due to the Jail kitchen being short staffed and also COVID protocol, and the modifications to kitchen services. Pender County Jail has come into a MOU with North Carolina Department of Public Safety-Pender Correctional Center. NCDPS-Pender Correctional will provide 3 regular meals daily at a rate of \$2.00 per meal. Also NCDPS-Pender Correctional will provide 3 special diet meals daily at a rate of \$2.60 per meal.

A signed MOU will be attached.

ACTION REQUESTED:

Approval of Budget Amendment for North Carolina Department of Public Safety in the amount of \$45,000.00.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into this date, 9/7/2021, by and between the PENDER COUNTY SHERIFF'S OFFICE AND JAIL ("Pender County Jail"), a duly authorized governmental entity of the County of Pender, and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY ("NCDPS"), a duly authorized department of the State of North Carolina.

The parties have agreed, and hereby confirm in this Memorandum of Understanding, the following with respect to the provision of meals by NCDPS through its local facility, Pender Correctional Institution ("Pender C.I.") to the Pender County Jail:

1. NCDPS will provide all meals for the Pender County Jail according to the following requirements:

- a. NCDPS will prepare all planned meals for the Pender County Jail, three times per day, in accordance with the standard NCDPS menu for meal preparation.
- b. NCDPS may also provide meals complying with special diet requirements, to the extent such special diets are otherwise provided by NCDPS and to the extent Pender C.I. is able to prepare them. Special diet meals shall be provided at an additional cost as provided below.
- c. The prepared meals provided by NCDPS shall not include beverages but shall include the disposable trays upon which the meals shall be packaged and served. Any and all other necessary supplies for transportation, delivery, or service of meals, including utensils, shall be supplied by the Pender County Jail at its own and sole expense.

- d. At time(s) and via contacts mutually agreed upon, the Pender County Jail shall call Pender C.I. in advance and notify Pender C.I. of the number of meals required for breakfast, lunch, and dinner each day.
 - e. The Pender County Jail shall provide transportation and equipment for delivery of meals at its own and sole expense. Due to the State of Emergency that presently exists, delivery of all meals from Pender C.I. to staff of the Pender County Jail shall be accomplished without entry of staff of the Pender County Jail into the Pender C.I. facility.
 - f. The Pender County Jail and Pender C.I. shall mutually agree upon times for Pender County Jail to accept delivery of meals so as not to conflict with Pender C.I.'s normal meal preparation operations and/or applicable food service regulations.
 - g. The Pender County Jail and NCDPS understand that in providing these meals, Pender C.I. may be subject to quarterly inspections by the Pender County Health Department. If such health department inspections are necessary, the Pender County Jail agrees to reimburse NCDPS for any fee associated with such inspections.
- 2. Pender C.I. shall provide meals to the Pender County Jail, as provided herein, from September 6, 2021, to January 1, 2022. This Memorandum of Understanding may be extended by mutual consent of the parties upon 30 days' advance agreement regarding extension.
 - 3. NCDPS shall keep records of meals prepared and/or delivered on a per meal, per day basis for proper auditing and invoicing utilizing the DC-873 REPORT ON MEALS

DELIVERED report. Pender County Jail officers picking up meals will sign the DC-873 to acknowledge the number of meals picked up.

4. Pender C.I. shall report to the NCDPS Controller's Office on the 5th of the following month the total number of meals provided to the Pender County Jail. All billing to the Pender County Sheriff's Office and Jail will be done from the NCDPS Controller's Office.

- a. NCDPS invoices shall be mailed to the following address:

Captain Randy King
Pender County Jail
104 N. Walker Street
Burgaw, NC 28425
(910) 259-1353 ext 4

- b. Payment of \$2.00 per standard meal (plus tax) and \$2.60 per special diet meal (plus tax) shall be made each month by the Pender County Sheriff's Office, along with any incurred health inspection fee, to the following address:

North Carolina Department of Public Safety
4220 Mail Service Center
Raleigh, NC 27699-4220
Attn: Marlo Faulk
Telephone: (919) 324-1037

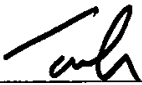
- c. NCPDS reserves the right to increase the costs of meals, understanding that the Pender County Sheriff's Office may on that basis elect to terminate this Memorandum of Understanding as provided in Paragraph 6.

5. Both parties agree to comply with all Federal, state, and local laws, ordinances, rules, and regulations with regard to food service for incarcerated offenders.

6. This Memorandum of Understanding may be terminated at any time by either party, with or without cause, upon 30 days' written notice to the other party. Notices shall be forwarded to the addresses listed in Paragraph 4.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding effective the above-stated date.

NCDPS-DACJJ, SECTION OF PRISONS

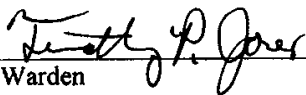


Commissioner

9-7-21

Date

PENDER CORRECTIONAL INSTITUTION

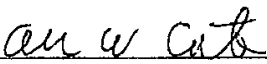


Warden

09/07/2021

Date

PENDER COUNTY SHERIFF'S OFFICE

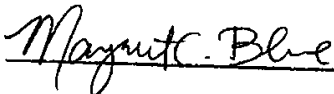


Sheriff

9-7-21

Date

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



Magistrate Blue



Pender County Budget Ordinance Amendment

Thursday, November 4, 2021

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Date Thursday, November 4, 2021
Fiscal Year FY 2021-2022 **Fund** 10 - GENERAL
Division, Program, Project, etc. Jail Division **Department** 510030 - JAIL

Purpose of Request
This transfer is due to no inmates being transferred out due to COVID. Pender County Jail is receiving meals from Pender Correctional. These funds will be added to an existing Purchase Order.

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510030-404517	Contracted Detention	-45,000.00
2	510030-404700	Food and Provisions	45,000.00
3			
4			
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6			
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12			
13			

Prepared By: Jennie Coleman **Email** jennifer.coleman@pendersheriff.com



Pender County Request for Board action

TO: Board of County Commissioners
FROM: Alan Cutler
DATE: January 3, 2022
SUBJECT: Approval of Purchase Order to Fairway Ford for the purchase of 2022 Ford F150 truck for Investigations/CSI in the amount of \$50,755.35.

SUMMARY:

Pender County Sheriff's Office is requesting the approval of a Purchase Order to purchase a 2022 Ford F150 super crew 4X4 truck for Investigations/CSI to replace the existing truck. This truck will be purchased from Fairway Ford in Burgaw at North Carolina Sheriff's Association pricing in the amount of \$50,755.35. This price also includes the outfitting of the equipment needed in the truck including but not limited to the strobe lights, computer stand, mobile radio mount, etc.

These funds will come from account 510-407403.

ACTION REQUESTED:

Approval of Purchase Order to Fairway Ford for the purchase of 2022 Ford F150 truck for Investigations/CSI in the amount of \$50,755.35.



Fairway Ford, Inc.

444 US Highway 117 South
PO Box 959
Burgaw, NC 28425

November 24, 2021

Lee Wells,

The quote you requested for the 2022 Ford F150 is below.

2022 Ford F150 SuperCrew 4X4 w/ 301A XLT 157" WB plus options as per your request:

- (995) 5.0L V8
- (18B) Black Platform Running Boards
- (16G) Vinyl Floor
- (471) Onboard 400W Outlet
- (53A) Trailer Tow Pkg.
- (655) Extended Range 36Gal. Fuel Tank
- (52X) Auto Start-Stop Removal
- Black F150 Tailgate Logo (Dealer Installed)
- Sprayed-in Bedliner
- Storage Solutions Decked System with Cargo Glide per your specs
- Lighting and console per your specs
- Camper shell per your specs

State Contract / GPC Price: \$36,517.00

Options: \$14,238.35

Net Total: \$50,755.35 (Taxes, tag, and title not included)

Please do not hesitate to contact me if you have any questions or need any further details.

Respectfully Submitted,

Keith Batson

Financial Services Manager

Fairway Ford, Inc.

Burgaw, NC

Phone: (910) 259-2371

Fax: (910) 259-2767

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Telephone (910) 259-2371 ♦ Wilmington (910) 762-3235 ♦ Toll Free (800) 291-7714 ♦ Fax (910) 259-2767

2767

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Pender County Consideration of Six Month Extension to Hurricane Matthew and Hurricane Florence Disaster Recovery Act Grant Agreements

TO: Board of Commissioners
FROM: Travis Henley
DATE: January 3, 2022
SUBJECT: Consideration of Six Month Extension to Hurricane Matthew and
Hurricane Florence Disaster Recovery Act Grant Agreements

SUMMARY:

The North Carolina Office of State Budget and Management's Disaster Recovery Section (OSBM-DR) has issued an amendment extending the period of performance of the county's two state-funded disaster recovery grants to June 30, 2022. The Board has previously approved the execution of these grants and the only change is amending the deadline for the period of performance.

These grants are associated with Hurricane Matthew and Hurricane Florence housing recovery and include projects such as home repairs, home elevations, and flooded property acquisitions. The majority of the construction and case management work has been conducted by the Pender County Long Term Recovery Group's Construction Committee, which consists of the Baptists on Mission, Cape Fear Habitat for Humanity, Disaster Assistance Relief Team of Wilmington (DART-ilm), and the Wilmington Area Rebuilding Ministry (WARM).

ACTION REQUESTED:

Approval of the amendments to the Hurricane Matthew and Hurricane Florence grant agreements.

ATTACHMENTS:

1. Hurricane Matthew Grant Amendment
2. Hurricane Florence Grant Amendment
3. Hurricane Matthew Disaster Recovery Act Grant Agreement
4. Hurricane Florence Disaster Recovery Act Grant Agreement

NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT

AMENDMENT 2 TO DISASTER RECOVERY GRANT AGREEMENT

The Grant Agreement entered into on or about July 8, 2019 (hereinafter the "Agreement"), by and between the Office of State Budget and Management (the "Agency") and Pender County ("County") is hereby amended to extend the period of performance.

The Agreement's period of performance is amended as follows:

This agreement shall be effective starting December 1, 2018 and this agreement shall terminate on or before June 30, 2022, or upon the full expenditure of grant funds and the submission of the RECIPIENT'S final report, whichever comes first.

Section III (COMPENSATION) of the Agreement is amended as follows:

NCEM/OSBM-DR will provide the County \$1,000,000 under this MOA. The entirety of the MOA amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period. A final report documenting the use of all funds under this MOA must be submitted to OSBM-DR no later than September 30, 2022. If the term of the Agreement is extended, the County's reporting requirements shall likewise be extended.

Any funds not expended by June 30, 2022, are subject to the claw-back provisions of paragraph V below.

Section XIX (TERMINATION) of the Agreement is amended as follows:

The term of this Agreement, as modified with the consent of all parties, will remain in effect until June 30, 2022. Upon written request for a term extension by the County to OSBM-DR, this agreement may be extended for an additional six months.

All other terms and conditions of the Agreement shall remain in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AUTHORIZED SIGNATURE WARRANTY:

In Witness Whereof, the RECIPIENT and OSBM have executed this Amendment in duplicate originals, with one original being retained by each party. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

COUNTY
PENDER COUNTY

Signature

Date

Printed Name

Title

AGENCY
OFFICE OF STATE BUDGET AND MANAGEMENT

Signature

Date

Printed Name

Title

NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT

AGREEMENT NO.: DRA_FLO_13624-G

AMENDMENT NO. 1

The Grant Agreement entered into on or about August 30, 2019 (hereinafter the "Agreement"), by and between the Office of State Budget and Management (the "Agency") and Pender County ("County") is hereby amended to extend the period of performance.

The Agreement's period of performance is amended as follows:

This agreement shall be effective starting August 30, 2019, and this agreement shall terminate on or before June 30, 2022, or upon the full expenditure of grant funds and the submission of the RECIPIENT'S final report, whichever comes first.

Section IV (COMPENSATION) of the Agreement is amended as follows:

NCEM/OSBM-DR will provide the County \$2,000,000 under this Agreement. The entirety of the Agreement amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period. A final report documenting the use of all funds under this Agreement must be submitted to OSBM-DR no later than September 30, 2022. If the term of the Agreement is extended, the County's reporting requirements shall likewise be extended.

Any funds not expended by June 30, 2022, are subject to the claw-back provisions of paragraph V below.

Section XIX (TERMINATION) of the Agreement is amended as follows:

The term of this Agreement, as modified with the consent of all parties, will remain in effect until June 30, 2022. Upon written request for a term extension by the County to OSBM-DR, this agreement may be extended for an additional six months.

All other terms and conditions of the Agreement shall remain in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

AUTHORIZED SIGNATURE WARRANTY:

In Witness Whereof, the RECIPIENT and OSBM have executed this Amendment in duplicate originals, with one original being retained by each party. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

COUNTY
PENDER COUNTY

Signature

Date

Printed Name

Title

AGENCY
OFFICE OF STATE BUDGET AND MANAGEMENT

Signature

Date

Printed Name

Title

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

AND

PENDER COUNTY

AMENDMENT TO MEMORANDUM OF AGREEMENT

County Tax ID/EIN No.:	56-6000277
MOA No.:	DRA5369-011
MOA Amount:	\$1,000,000
DPS Fund Code No.:	2X040050-5369DR02417
OSBM Cost Center No.:	2315-2327-011

MOA Performance Period of Performance: December 1, 2017-December 31, 2021

This agreement made on this the ____ day of January 2019, by and between PENDER COUNTY ("County") and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY'S DIVISION OF EMERGENCY MANAGEMENT ("NCEM"), through its program management partner NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT—DISASTER RECOVERY SECTION ("OSBM-DR"), amends and consolidates a Memorandum of Agreement ("MOA") for \$1,000,000 Disaster Recovery Act ("DRA") of 2017 (S.L. 2017-119) grant assistance dated December 1, 2017 (all documents shall be collectively referred to hereinafter as the "MOA"). The intent of this amended MOA is to: provide greater flexibility in expediting and completing the projects identified by the County to benefit its residents; reduce the administrative burden on the County in managing the projects and complying with the requirements of the State grant; to advise the County that OSBM-DR has been authorized by NCEM to provide program management for State DRA and State Hazard Mitigation ("HM") programs; and to advise the County that OSBM-DR will provide any technical assistance needed by the County and any of its contractors in completing the DRA or HM projects.

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew hit central and eastern North Carolina including Pender County with record breaking rainfall that created 1,000-year flood events in some areas that devastated the people, infrastructure, businesses, and schools of entire communities;

WHEREAS, certain buildings, facilities, personal items and equipment owned or rented by residents in the County were damaged by floodwaters associated with the severe

weather associated with Hurricane Matthew (hereinafter collectively referred to as the "storm survivors");

WHEREAS, an expedited major disaster declaration from the President of the United States was granted on October 10, 2016 as FEMA-4285-DR-NC;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2016 (S.L. 2016-214) requiring the NCEM to develop, implement and fund disaster assistance programs to meet the emergency sheltering and short-term housing needs of individuals affected by Hurricane Matthew and Tropical Storms Julia and Hermine;

WHEREAS, pursuant to Executive Order No. 120, dated December 9, 2016, and the applicable statutes cited therein, including N.C. Gen. Stat. § 166A-19.41(d)(3), and subject to the terms and conditions of this MOA, NCEM provided grants to the County for the purpose of providing individual assistance to eligible storm survivors;

WHEREAS, the North Carolina General Assembly passed the Disaster Recovery Act of 2017 (S.L. 2017-119 and hereinafter referred to as "DRA 17"), which allows NCEM to provide housing and other support funding to storm survivors; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and NCEM through OSBM-DR agree as follows:

I. SCOPE OF SERVICES: Pursuant to DRA 17, the County may use MOA grants funds for the following housing-related activities:

- LMi - a) Repair of owner-occupied low- to moderate-income housing not covered by Community Development Block Grant Disaster Recovery Program funding.
- LMi - b) Repair of low- to moderate-income rental housing not covered by Community Development Block Grant Disaster Recovery Program funding.
- No income limit? → c) Housing elevation, acquisition, and mitigation reconstruction for homes not covered by the Hazard Mitigation Grant Program.
- LMi - d) State Acquisition Relocation funds, which enable low- to moderate-income homeowners to purchase homes outside the floodplain.
- e) Flood insurance subsidies.
- f) Temporary housing and/or rental assistance for storm victims.¹

APPLICANT HOUSEHOLD INCOME ELIGIBILITY REQUIREMENTS

The MOA is hereby amended to clarify that the LMI requirement only applies to activities a), b) and d) above and as further addressed in the State DRA 2017 Eligibility Criteria Table below. For all other activities that have no LMI requirement, households may be eligible for DRA17

¹ The eligibility criteria for Activities e) and f) are not included in the table below because the County had not identified any homeowner with these needs. However, OSBM-DR will provide guidance, assistance and/or DRA 17 grant funding if these needs should arise.

assistance if the household income does not exceed \$84,260 for a single or multi-person household² in the following table:

Income Eligibility Requirements Table		
Number of household family members or full-time occupants that exceed 18 years of age:	Annual Income Should Exceed*	Annual Income can be no greater than
Single occupant household	\$25,745	\$84,260
Two or more-person household.	\$29,403	\$84,260

* Note: If the DRA applicant recommended by the County has an annual income that is less than the income amounts in this column, the County will need to document the reasons why the applicant is not eligible to receive federal CDBG-DR housing assistance and/or document an urgent and pressing need.

It is not the intent of this amended income eligibility guidance to apply to projects the County has already approved or made commitments to past homeowners. This new guidance shall apply to new county program applicants, new projects (DRA or HM) that are added to the County's grant by OSBM-DR, or former applicants whose projects are reconsidered if County has remaining grant funds after completion of the currently approved projects.

STATE DRA 2017 ELIGIBILITY CRITERIA		
(* Denotes a limitation that may be exceed if County obtains prior approval from OSBM-DR)		
SL 2017-119 DRA 2017 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
1. For repair of owner-occupied low- to moderate-income housing not covered by CDBG-DR Program funding.	A. <u>Criteria for Single-Family Home Repairs (Rehabilitation)</u>: Damage total should be less than 51% of home's pre-disaster market or tax value for the home to be eligible for rehabilitation.* The grant amount for a rehabilitation project may not exceed \$85,000.* B. <u>Criteria for Single-Family Home Repairs (Reconstruction)</u>: Damages should be equal to or over 51% of home's pre-disaster market or tax value for the home to be eligible for reconstruction. The grant amount for a reconstruction project may not exceed \$127 per square foot* or may not exceed a total cost of \$170,000.*	i. CDBG-DR denial letter; and ii. 2016 family income must fall within the applicable LMI income limits as noted above. iii. OSBM-DR has the discretion to waive any eligibility requirements in cases where continued occupancy of the home: creates a threat to life safety; occupants will be living in unsafe or unsanitary conditions, and/or the occupants will be exposed to health hazards that have not been properly abated.

² The AMI calculation was based on the Johnston County's AMI calculations, because it was the county in the Hurricane Matthew declared disaster area with the highest AMI.

STATE DRA 2017 ELIGIBILITY CRITERIA
(continued)

SL 2017-119 DRA 2017 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
1. For repair of <u>owner-occupied</u> low- to moderate-income housing not covered by CDBG-DR Program funding.	C. <u>Reimbursement Criteria for Single-Family Home Repairs</u>: Out-of-pocket expenses incurred within three years of October 8, 2016, to clean and repair their homes prior to applying to the Homeowner Recovery Program. Must have receipts that are verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations.³ Reimbursement grants may not exceed \$30,000.* D. <u>Reimbursement Criteria for Manufactured Home Repairs</u>: Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Reimbursement grants may not exceed \$30,000.* E. <u>Repair Criteria for Manufactured Home (Rehabilitation)</u>: Damages must be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Through inspection it must be determined that after repairs, the home must be decent, safe, and sanitary. Repair grants may not exceed \$90 per square foot or must not exceed a total of \$37,500.* F. <u>Replacement of Manufactured Home</u>: Damages must be over 50% of the market or tax value. The replacement costs for a manufactured home shall not exceed \$65,000* for a single-wide unit and \$90,000 for a double-wide unit.*	

³ OSBM-DR may approve of an alternative method if homeowner's receipts were lost due to Hurricane Florence, lost for other circumstances beyond the homeowner's control, receipts are no longer legible, or other legitimate reason.

STATE DRA 2017 ELIGIBILITY CRITERIA
(continued)

SL 2017-119 DRA 2017 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
1. For repair of <u>owner-occupied</u> low- to moderate-income housing not covered by CDBG-DR Program funding.	G. <u>Elevations</u>: If a home is not eligible for an elevation under CDBG-DR and the home was flooded, then the home may be eligible for an elevation. The damage to the home must be equal to or exceed 50% of the home's pre-disaster market or tax value and reconstruction (or major rehabilitation in cases where homeowner does not elect reconstruction) may include engineering and construction costs to elevate the home or manufactured home to at least two (2) feet above Base Flood Elevations (BFE) as defined in a local, state or federal floodplain map, or at least two (2) feet above the highest flood level experienced at the home during Hurricane Matthew, Hurricane Florence and/or other recent flood event to provide a safer and more sustainable solution. The cost for the elevation may not exceed \$50,000.* Before procuring a contractor to rehabilitate and elevate a home, the County must obtain a written opinion or assessment as to the proposed elevation of the home by a NC licensed engineer or an NC licensed contractor specializing in building elevations, which takes into consideration the condition of the property, structural members, proposed means and methods for elevating the structure, risks of additional damage, and safety during the elevation of the home.	
2. For repair of low to moderate-income <u>rental housing</u> not covered by CDBG-DR Program funding.	For rental housing with one to four units (hereinafter "small rental housing"), the damage must be equal to or less than 50% of its pre-disaster market or tax value. The grant amount for a rehabilitation project may not exceed \$85,000.* At least 50% of the units must be occupied by low- to moderate-income tenant households. Small rental housing may be eligible for elevations as determined by the County and OSBM-DR on a case by case basis, and a separate detailed cost estimate shall be prepared by a professional engineer for design/engineering and construction prior to any approval.	i. CDBG-DR denial letter; and ii. 2016 family income must fall within the applicable LMI income limits as noted above. iii. OSBM-DR has the discretion to waive any eligibility requirements in cases where continued occupancy of the home: creates a threat to life safety; occupants will be living in unsafe or unsanitary conditions, and/or the occupants will be exposed to health hazards that have not been properly abated.

STATE DRA 2017 ELIGIBILITY CRITERIA
(continued)

SL 2017-119 DRA 2017 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
3. To be used for housing elevation, acquisition, and mitigation reconstruction for homes not covered by HMGP.	<u>Elevation Criteria (Single Family):</u> Same criteria as DRA Activity 1.G <u>Acquisition Criteria (Single Family):</u> Any buyout or "acquisition" home must be located in a flood-prone area, elevation is not a feasible option for the property, and/or the acquisition of the structure would minimize flood risks or support storm water mitigation. <u>Criteria for Single-Family Mitigation Reconstruction:</u> Same criteria as DRA Activities 1.B (single-family homes) and 1.F (manufactured homes).	i. FEMA, NCEM, or County denial letter or written documentation that outlines reasoning that the applicant is not eligible for FEMA HMGP assistance. or Documentation that the homeowner missed the FEMA HMGP application deadline. ii. North Carolina DRA Policy does not include family income limits consistent with Federal HMGP policies. The maximum fair market appraised value of homes considered for acquisition shall not exceed \$276,000 household and property.
4. To provide State Acquisition Relocation Funds ("SARF"), which enable low- to moderate-income homeowners to purchase homes outside the special flood hazard area.	Provides a gap payment that would not exceed \$50,000 to relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition, to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs. The replacement home must be located within the County in order for homeowner to receive the maximum SARF assistance, unless an urgent or pressing need exists to waive this requirement. The replacement home must be determined decent, safe, and sanitary.	DRA 17 funds may only be used to assist LMI households as described in the Income Eligibility Requirements Table above.
**General Note: Any exception to any of the eligibility limitation or cost limitation will be handled on a case-by-case basis by OSBM-DR and must be supported by any of the following: an urgent and pressing need; an emergency that threatens the life, safety or health of the occupants of a home; all the bids from a competitive solicitation exceeded the applicable cost limitation or lack of competition; increased financial burden or hardship to homeowner(s) (e.g., increased tax burden if home is reconstructed instead of rehabilitated); accessibility (ADA) construction needs, issues or requirements; lack of temporary housing in the area; or such other circumstances, events, issues or needs that may require an exception to any eligibility limitation.		

II. LIMITATIONS ON THE USE OF FUNDS: The following limitations on the use of funds apply:

- a) Limited Activities: No funds provided under this MOA may be used for activities that are not listed in Section I above.
- b) Proposal Submission: County is not required to submit any new proposal to OSBM-DR for any project that was approved by NCEM. OSBM-DR may request copies of County's contracts, invoices and/or records of payments for any of County's contractors providing services and construction for County under this grant.

Before the County may begin work on any new activity or new project for which it will seek funds under this MOA, the County must submit a proposal for the use of funds, which must be approved by OSBM-DR before the County begins work on the new activity or new project. The proposal shall include, at a minimum, the following: (i) the specific tasks to be performed; (ii) the identity of the County entity or contractor who will provide the work and/or materials; (iii) costs for each task to be performed; and (iv) the estimated time to perform the work.

- c) Eligibility Limitations: Except for exigent conditions in a home that threaten life safety, health, and well-being of the occupants, no funds provided under this MOA may be used in a way that will adversely affect a person's or entity's eligibility for funding under the Community Development Block Grant Disaster Recovery Program (CDBG-DR). For the purposes of this Agreement, funding will not adversely affect a homeowner's or entity's eligibility if: (1) no CDBG-DR funds have been allocated to the County for the activity in question; (2) CDBG-DR funds have been allocated to the County for the activity in question, but the County certifies in its proposal for the use of funds that the homeowner or entity is unlikely to be awarded CDBG-DR funds due to insufficient funds allocated to the County; or (3) the homeowner or entity is otherwise ineligible for CDBG-DR.
- d) Federal Funding Priority: Except for exigent conditions in a home that threaten life safety, health, and well-being of the occupants, no funds provided under this MOA may be used to cover costs that will be, or likely will be, covered by federal funds. For the purposes of this provision, costs "will be" covered by federal funds where there is a binding commitment of federal funds for the costs at issue at the particular location(s). For the purposes of this provision, costs "likely will be" covered by federal funds if there is a pending homeowner application for federal funds for the costs at issue for the particular homeowner location(s).
- e) 100-Year Floodplain Limitations: No funds provided under this MOA may be expended for the construction of any new residence within the 100-year floodplain unless the construction is in an area regulated by a unit of local government pursuant to a floodplain management ordinance and the construction complies with the ordinance. As used in this provision, "100-year floodplain" means any area subject to inundation by a 100-year flood, as indicated on the most recent Flood Insurance

Rate Map prepared by the Federal Emergency Management Agency under the National Flood Insurance Program.

- f) Flood Insurance: Homeowners in the 100-year floodplain who receive homeowner's housing assistance pursuant to this MOA shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions ("Covenant") that requires the damaged property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this MOA shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this MOA. Such homeowners must be notified of this requirement when receiving assistance through this MOA. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.
- g) Floodplain Status & Insurance: No funds may be obligated or expended in any project activity until the County provides OSBM-DR with a certification that the project is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project shall comply with applicable floodplain regulations. Counties may opt to provide flood insurance—at grant closing for reimbursements or at project closeout for repairs, reconstructions, and replacements—for a period not to exceed one year. Thereafter, all properties assisted with funding under this Agreement must maintain insurance coverage.
- h) Insurance Subrogation: If a person's home is repaired, reconstructed or relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person's rights to secure insurance coverage for the damage to the home and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. NCEM and grantee shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- i) Property Type Limitations: Only the following types of real property may be rehabilitated under this MOA: wood-frame built homes, manufactured homes, and modular housing. Although rehabilitation is the primary objective for funding, if the County determines that rehabilitation is not feasible, then demolition and relocation is an option.
- j) Similar Size and Function: For homes that are reconstructed or replaced, they shall be reconstructed or replaced with models of substantially similar size, construction and function (e.g., manufactured home for manufactured home, modular home for modular home, wood-frame construction for wood-frame construction, etc.). Repairs, reconstruction, and replacement shall be substantially similar in scope, size,

and function to the original damaged property. Notwithstanding the foregoing, the County and OSBM-DR have the flexibility and discretion to work with homeowners to provide a reconstruction or replacement that best serves the needs of the homeowner and/or the DRA/HM program subject to the eligibility criteria and limitations above.

The County and/or OSBM-DR may offer different reconstruction or rehabilitation options to homeowners to: address exigent conditions in a home that threaten life safety, health, and well-being of the occupants; financial hardship of the homeowner; or such other unmet need of the County related to the replacement of housing within the County on a case-by-case basis. Subject to availability and construction/production scheduling, the County and/or OSBM-DR may provide eligible homeowners an option to select: a modular home to replace wood-frame constructed home; select a home plan that is smaller size or different room configuration than the home being reconstructed; or select a manufactured home in lieu of wood-frame or modular construction; or other alternative that the homeowner may agree to.

- k) Acquisition Buyout Deed Restrictions: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict future use, in perpetuity to: open space; parks; recreation; and/or floodplain or wetlands management. If the County takes ownership of the land, the deed restrictions still apply.
- l) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM/OSBM-DR for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by the State of North Carolina's CDBG-DR Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.

III. COMPENSATION: NCEM/OSBM-DR will provide the County \$1,000,000 under this MOA. The entirety of the MOA amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period. A final report documenting the use of all funds under this MOA must be submitted to OSBM-DR no later than December 31, 2021. If the term of the Agreement is extended, the County's reporting requirements shall likewise be extended.

Any funds not expended by December 31, 2021 are subject to the claw-back provisions of Paragraph V below.

IV. REIMBURSEMENT: All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented

invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following program manager for the NCEM:

North Carolina Office of State Budget and Management - Disaster Recovery Section
Office of State Budget and Management
430 N. Salisbury Street, Room 2028
MSC 20320 – Raleigh, NC 27699-0320
Raleigh, NC 27603

The County must include an original, signed copy of each cost report.

- V. **CLAW-BACK:** NCEM or OSBM-DR reserves the right to recover grant funds or de-obligate any remaining grant funds after this Agreement's expiration date or before the expiration date of this Agreement, should the County be found in noncompliance with any material term of this Agreement; an audit finding discloses an improper use of grant funds; or it becomes apparent that the County will not be able to expend the funds prior to the expiration date of this Agreement. OSBM-DR will provide the County with reasonable notice of any deficiency, audit finding, or noncompliance issue and OSBM-DR will make every effort to work with the County to resolve the issue informally before seeking a claw-back under this provision.
- VI. **REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VII. **TAXES:** The County shall be responsible for all taxes.
- VIII. **WARRANTY:** The County will hold NCEM and OSBM-DR 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.
- IX. **POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA.

For the OSBM	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603 Direct: 919-807-4672 Email: stephanie.alsay@osbm.nc.gov	Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603 Direct: 919-807-4672 Email: stephanie.alsay@osbm.nc.gov

For the COUNTY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Judith Herring, Housing Director Pender County P.O. Box 1149 Burgaw, NC 28425 Phone: 910-259-1208	TO BE FILLED IN BY COUNTY

- X. **PUBLIC RECORD ACCESS:** This Agreement is be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XI. **AUDITING & ACCESS TO PERSONS AND RECORDS:** In accordance with N.C. Gen. Stat. § 147-64.7, the staff from the North Carolina Office of State Auditor, DPS, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or

any other type of claim for payment or damages from NCEM and/or OSBM-DR, or associated state parties and affected homeowners.

The County shall store and maintain the original files related to this Agreement and accounting records for the grant funds pursuant to the County's document retention policies or six years from the closeout of the last DRA or HM project, whichever is later.

- XII. 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.
- XIII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XIV. E-VERIFY:** If this Agreement is subject to N.C. Gen. Stat. § 143-133.3 and the County's the contractors and their subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- XV. 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 County. 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.
- XVI. COMPLIANCE:** The County shall be wholly responsible for financing to be made under this MOA and for the supervision of its employees and assistants. The County 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.
- XVII. 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.
- XVIII. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Director of OSBM-DR and the County Manager. Notwithstanding the foregoing, the formal modification of this Agreement shall not be required for the following: changes in grant funding; changes in grant monitoring and compliance; changes in the scope of work for any projects; changes in the type of recovery for a project (e.g., rehabilitation to reconstruction, etc.); changes in the number of projects; changes in auditing requirements; and/or such other matters that County and OSBM-DR may agree to during the term of this grant. OSBM-DR will give advance notice of all changes to the County, and any change that may reduce the amount of the grant to the County shall be subject to agreement and acceptance by the County formally or informally as required by County policy.

- XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2021. Upon written request for a term extension by the County to OSBM-DR, this agreement may be extended for one additional year.

County or OSBM-DR may terminate this Agreement, in whole or in part, by providing written notice to the other party at least 30 days before the effective date of termination set forth in the notice. After the issuance of any written notice of termination, the County within the 30-day period shall provide an account of all pending payment obligations to its contractors managing projects, constructing projects, and/or working on mitigation buyouts as well as an account for all bills that may become due within 30 days following termination. NCEM or OSBM-DR may require County to return of unspent funds that will not be needed to pay County's obligations that are due prior to the effective date of termination. County will forward all invoices it receives from its contractors to OSBM-DR after the effective date of termination, which OSBM-DR will process and pay all eligible bills, costs, fees and/or expenses. NCEM or OSBM-DR shall have the right to assume all County's projects and contracts so that all DRA and HM projects that were not completed by the County may be completed by OSBM-DR. The County agrees to execute all necessary documents to assign its contracts and projects to NCEM/OSBM-DR and make reasonable efforts to have its contractors agree to the requested assignments.

The County may also delegate or assign to OSBM-DR any project to manage, construct or buy-out without seeking termination of the Agreement.

- XX. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon return of this amended Memorandum of Agreement, properly executed on behalf of the County, to OSBM-DR and will become binding upon execution of all parties to the Agreement. Once executed, the terms of this Agreement will be made effective as of December 1, 2018.

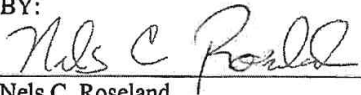
IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that the effective date of this Agreement shall be December 1, 2018.

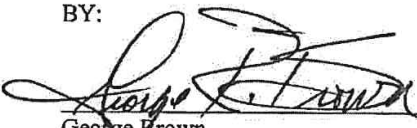
NC OFFICE OF STATE BUDGET
& MANAGEMENT

PENDER COUNTY

BY:

BY:


Nels C. Roseland
Deputy State Budget Director


George Brown
Chairman of County Commissioners

DATE 7/9/2019

DATE 7-8-2019

STATE OF NORTH CAROLINA
NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT
AND
PENDER COUNTY

GRANT AGREEMENT
(HURRICANE FLORENCE RECOVERY)

Agreement No.:	DRA_FLO_13624-G
Agreement Amount:	\$2,000,000
DPS Fund Code No.:	TBD
OSBM Cost Center Nos.:	TBD

Agreement Performance Period of Performance: August 30, 2019-December 31, 2021

This agreement made on this the 19th day of August 2019, by and between PENDER COUNTY (“County”) and the NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY’S DIVISION OF EMERGENCY MANAGEMENT (“NCEM”), through its program management partner the NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT—DISASTER RECOVERY SECTION (“OSBM-DR”), for Florence Disaster Recovery Act (“DRA”) of 2018 (S.L. 2017-136) grant assistance (hereinafter the “Agreement” or “Agreement”). The intent of this Agreement is to: provide greater flexibility in expediting and completing projects identified by the County to benefit its residents meeting the eligibility requirements below; provide temporary housing for homeowners during construction, repair or replacement of their homes; replacement of lost housing units in the County; reduce the administrative burden on the County in managing the projects and complying with the requirements of the grant; and to make available OSBM-DR technical, management, planning and construction contract administration assistance to the County and any of its contractors in completing Hurricane Florence related housing recovery projects.

WITNESSETH:

WHEREAS, Governor Roy Cooper issued Executive Order No. 51 on September 7, 2018, which declared a State of Emergency as defined in N.C. Gen. Stat. § 166A-19.3(19) for the entire State of North Carolina (the “State”), to provide for the health, safety, and welfare of residents and visitors in the path of Hurricane Florence;

WHEREAS, on or about September 14, 2018, the President of the United States, Donald J. Trump, declared that a major disaster existed in North Carolina and ordered federal aid to supplement State, Tribal, and local recovery efforts in the areas affected by Hurricane Florence beginning on September 7, 2018, more specifically identified in FEMA-4393-DR (North Carolina Disaster Declaration);

WHEREAS, the County was one of the Counties included in the Hurricane Florence federal disaster declaration, because many public buildings and homes, business, buildings, facilities, and personal property owned or rented by residents in the County were destroyed or damaged by winds and/or floodwaters associated with Hurricane Florence (hereinafter collectively referred to as the “storm survivors”); and

WHEREAS, the North Carolina General Assembly passed the 2018 Hurricane Florence Disaster Recovery Act (S.L. 2018-136) requiring the executive branch to develop, implement and fund disaster assistance programs to meet the housing recovery and support needs of individuals in the Counties impacted by Hurricane Florence (“HF-DRA18”);

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and OSBM-DR agree as follows:

- I. SCOPE OF SERVICES:** Pursuant to HF-DRA18, the County may use Agreement grants funds for the following housing-related activities:
- a) Repair or rehabilitation of owner-occupied housing.
 - b) Housing elevation, buyout and acquisition activities that can mitigate future flood damage, and mitigation reconstruction for homes who have not received an active award through the FEMA Hazard Mitigation Grant Program.
 - c) Limited lot acquisition and new home construction to replace the single-family homes that will be purchased by the County as part of the state or federal disaster recovery program.
 - d) Advance planning costs not to exceed \$50,000 to explore the development of a subdivision in Burgaw or other areas of the County, but the scope of this planning will approved by OSBM-DR prior to hiring any design firm.
 - e) State Acquisition Relocation funds, which enable homeowners to purchase homes outside the floodplain primarily in the County.
 - f) Flood insurance subsidies.
 - g) Temporary housing, rental, storage and/or moving assistance that may be needed by storm victims during the reconstruction, rehabilitation and/or replacement of their homes and, in which, the victims received no or limited assistance from FEMA or non-profit organization for such assistance.
 - h) Project delivery and grant administration. The County may set aside 10% of the grant award for project management, engineering, construction management, appraisals, title opinions, legal fees for closing acquisitions, applicant screening and related administrative or project delivery costs. The County can choose to utilize internal staff or secure external contractors or consultants who have expertise in disaster recovery housing assistance.

II. APPLICANT HOUSEHOLD INCOME ELIGIBILITY REQUIREMENTS

The County shall use the uniform homeowner application form and guidance provided by OSBM-DR in determining the eligibility of applicants for the projects implemented under this grant. Low to moderate income requirements only apply to the scope of service activities

described above and as further addressed in the State DRA Eligibility Criteria Table below. For all other activities that have no LMI requirement, households may be eligible for assistance if the household income does not exceed \$84,300 for a single or multi-person household¹ in the following table:

Income Eligibility Requirements Table	
Number of household family members or full-time occupants that exceed 18 years of age:	Annual Income can be no greater than
Single occupant household	\$84,300
Two or more-person household.	\$84,300

The disaster recovery program set up by the County under this grant shall prioritize or give preference to households that have unmet housing needs and where the continued occupancy of their homes create: threats to life safety; the occupants will continue to live in unsafe or unsanitary conditions; and/or the occupants will continue to be exposed to health hazards that have not been properly abated. The County may also set up programs to expedite the recovery from other unmet housing needs.

STATE HF-DRA 2018 ELIGIBILITY CRITERIA		
(* Denotes a limitation that may be exceed if County obtains prior approval from OSBM-DR)		
SL 2018-136 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
1. For repair or reconstruction of <u>owner-occupied</u> low- to moderate-income housing.	A. <u>Criteria for Single-Family Home Repairs (Rehabilitation)</u>: Damage total should be less than 51% of home's pre-disaster market or tax value for the home to be eligible for rehabilitation.* The grant amount for a rehabilitation project, per household, may not exceed \$85,000. B. <u>Criteria for Single-Family Home Repairs (Reconstruction)</u>: Damages should be equal to or over 51% of home's pre-disaster market or tax value for the home to be eligible for reconstruction. The grant amount for a reconstruction project may not exceed \$127 per square foot* or may not exceed a total cost of \$170,000.*	i.

¹ The AMI calculation was based on the Johnston County's AMI calculations, because it was the county in the Hurricane Florence declared disaster area with the highest AMI.

STATE HF-DRA 2018 ELIGIBILITY CRITERIA
(continued)

SL 2018-136 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
1. For repair or reconstruction of owner-occupied low- to moderate-income housing.	C. Reimbursement Criteria for Single-Family Home Repairs: Out-of-pocket expenses incurred within three years of October 8, 2016, to clean and repair their homes prior to applying to the Homeowner Recovery Program. Must have receipts that are verified by inspections and program staff and that exceed funding provided by FEMA, SBA, private insurance, or other charitable organizations. Reimbursement grants may not exceed \$30,000.* D. Reimbursement Criteria for Manufactured Home Repairs: Damages should be equal to or less than 50% of its pre-disaster market or tax value. The manufactured home must have a minimum unmet need of at least \$1,000. Reimbursement grants may not exceed \$30,000.* E. <u>Repair Criteria for Manufactured Home (Rehabilitation)</u>: Damages should be equal to or less than 50% of its pre-disaster market or tax value.* The manufactured home must have a minimum unmet need of at least \$1,000. Through inspection it must be determined that after repairs, the home must be decent, safe, and sanitary. Repair grants may not exceed \$90 per square foot or must not exceed a total of \$37,500.* F. <u>Replacement of Manufactured Home</u>: Damages should be over 50% of the market or tax value.* The replacement costs for a manufactured home shall not exceed \$65,000* for a single-wide unit and \$90,000 for a double-wide unit. Replacement grants may not exceed \$90.00 per square foot in replacement costs.*	ii. CDBG-DR denial letter; or, iii. DRA application dated and signed before the State of North Carolina has started the process for receiving and reviewing CDBG-DR applications' or iv. OSBM-DR or it is deleted assignee has provided a written exception based on the applicant families current housing condition presents a serious and imminent danger to the occupants' public health and safety v. 2018 family income must fall within the applicable LMI income limits as noted above. OSBM-DR has the discretion to waive any eligibility requirements in cases where continued occupancy of the home: creates a threat to life safety; occupants will be living in unsafe or unsanitary conditions, and/or the occupants will be exposed to health hazards that have not been properly abated.

**STATE HF-DRA 2018 ELIGIBILITY CRITERIA
(continued)**

SL 2018-136 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
1. For repair or reconstruction of owner-occupied low- to moderate-income housing.	G. Elevations: The damage to the home must be equal to or exceed 50% of the home's pre-disaster market or tax value and reconstruction (or major rehabilitation in cases where homeowner does not elect reconstruction and repair costs do not exceed the cost to reconstruct the home) may include engineering and construction costs to elevate the home or manufactured home to at least two (2) feet above Base Flood Elevations (BFE) or the minimum elevation requirement defined and required by the County, whichever imposes the highest elevation. Notwithstanding the floodplain mapping for the County and any State or County elevation requirement, the home should be elevated at least two (2) feet above the highest flood level experienced at the home during Hurricane Matthew, Hurricane Florence and/or other recent flood event, which must also exceed the State or County minimum elevation requirement. OSBM-DR and/or County reserve the right to offer to the homeowner the option to buyout the property, if the elevations cost will significant exceed the value of the home. A probable cost estimate for the elevation must be prepared by a licensed engineer, licensed general contractor, licensed elevation subcontractor, or such other business or individual experienced in construction estimating. The County must share the cost estimate with OSBM-DR before final approval.* If OSBM-DR prepares the cost estimate for an elevation, OSBM-DR will share the cost estimate with the County. Before procuring a contractor to rehabilitate and elevate an existing home, the County must obtain a written opinion or assessment as to the proposed elevation of the home by a NC licensed engineer or an NC licensed contractor specializing in building elevations, which takes into consideration the condition of the property, structural members, proposed means and methods for elevating the structure, risks of additional damage, and safety during the elevation of the home.	

STATE HF-DRA 2018 ELIGIBILITY CRITERIA
(continued)

SL 2018-136 Provisions	Property Eligibility Criteria	Household Eligibility Criteria
2. To be used for housing elevation, acquisition, and mitigation reconstruction.	<u>Elevation Criteria (Single Family)</u>: Same criteria as DRA Activity 1.G <u>Acquisition Criteria (Single Family)</u>: Any buyout or “acquisition” home must be located in a flood-prone area, elevation is not a feasible option for the property, and/or the acquisition of the structure would minimize flood risks or support storm water mitigation. <u>Criteria for Single-Family Mitigation Reconstruction</u>: Same criteria as DRA Activities 1.B (single-family homes) and 1.F (manufactured homes).	i. FEMA, NCEM, or County denial letter or written documentation that outlines reasoning that the applicant is not eligible for FEMA HMGP assistance. or Documentation that the homeowner missed the FEMA HMGP application deadline. ii. North Carolina DRA Policy does not include family income limits consistent with Federal HMGP policies. The maximum fair market appraised value of homes considered for acquisition may not exceed \$276,000 household and property.
3. To provide State Acquisition Relocation Funds (“SARF”), which enable low- to moderate-income homeowners to purchase homes outside the special flood hazard area.	Provides a gap payment that would not exceed \$50,000 to relocate from current damaged home to similar housing unit outside of the special flood hazard area. Payment could be a difference payment not covered by CDBG-DR or other federal programs. In addition, to the gap payment, the County may also provide applicants with up to an additional \$5,000 in moving costs. The replacement home must be located within the County in order for homeowner to receive the maximum SARF assistance, unless an urgent or pressing need exists to waive this requirement. The replacement home must be determined to be decent, safe, and sanitary.	DRA 17 funds may only be used to assist LMI households as described in the Income Eligibility Requirements Table above.

****General Note:** Any exception to any of the eligibility limitation or cost limitation will be handled on a case-by-case basis by OSBM-DR and must be supported by any of the following: an urgent and pressing need; an emergency that threatens the life, safety or health of the occupants of a home; all the bids from a competitive solicitation exceeded the applicable cost limitation or lack of competition; increased financial burden or hardship to homeowner(s) (e.g., increased tax burden if home is reconstructed instead of rehabilitated); accessibility (ADA) construction needs, issues or requirements; lack of temporary housing in the area; or such other circumstances, events, issues or needs that may require an exception to any eligibility limitation. With respect to the unit costs and not to exceed levels, OSBM reserves the right to notify the county of allowed increases to these unit costs, as the market for construction related goods and services incurs increases in costs associated with inflation or market-based increases in pricing.

III. LIMITATIONS ON THE USE OF FUNDS: The following limitations on the use of funds apply:

- a) Limited Activities: No funds provided under this Agreement may be used for activities that are not listed in Section II above.
- b) Proposal Submission: County is required to submit a plan or proposal to OSBM-DR for the proposed projects and/or households consistent with the terms of this grant. After OSBM-DR approval of County's plan or proposal, OSBM-DR may request copies of County's contracts, invoices and/or records of payments for any of County's contractors providing services and construction for County under this grant.

The County must submit amended plan or proposal for the use of funds, which must be approved by OSBM-DR before the County begins work on the new activity or new project and/or before it seeks reimbursement for any costs associated with the new activity or project under this Agreement. The amended plan or proposal shall include, at a minimum, the following: (i) the specific tasks to be performed; (ii) the identity of the County entity or contractor who will provide the work and/or materials; (iii) costs for each task to be performed; and (iv) the estimated time to perform the work.

- c) Eligibility Limitations: In determining homeowner eligibility, the County will provide OSBM-DR with a critical needs listing of the most pressing homeowner hardship cases that are in need of immediate housing recovery services. These critical needs cases should focus on the elderly, disabled, lower income, potential failures of current dwellings, and related public health, safety and welfare considerations. OSBM-DR and the County will prioritize the use of grant funds to assist homeowners facing exigent conditions in a home that risk the life safety, health, and well-being of the home occupants. OSBM-DR working in collaboration with the County, will also undertake reasonable best efforts to ensure potential federal housing recovery sources are provided due consideration, and/or that OSBM-DR or the County will administer this grant program in a manner that may support federal housing program reimbursements of state DRA disbursements. Should the administration of these state DRA funds, to the extent practicable, create a material conflict with a homeowner's eligibility for funding under other federal disaster recovery programs, the County or OSBM-DR must document the exigent circumstances that warrant immediate support and utilization of state DRA funding supported by this Agreement. An example of material best efforts to prioritize federal funding recover support include but are not limited to: an analysis or status assessment of the homeowner's eligibility for Community Development Block Grant Disaster Recovery Program (CDBG-DR) housing recovery assistance and/or likely eligibility for FEMA HMGP assistance).
- d) 100-Year Floodplain Limitations: No funds provided under this Agreement may be expended for the construction of any new residence within the 100-year floodplain

unless the construction is in an area regulated by a unit of local government pursuant to a floodplain management ordinance and the construction complies with the ordinance. As used in this provision, “100-year floodplain” means any area subject to inundation by a 100-year flood, as indicated on the most recent Flood Insurance Rate Map prepared by the Federal Emergency Management Agency under the National Flood Insurance Program.

- e) Flood Insurance: Homeowners in the 100-year floodplain who receive homeowner’s housing assistance pursuant to this Agreement shall be required to acquire and maintain flood insurance, and shall execute a Declaration of Covenant, Conditions and Restrictions (“Covenant”) that requires the damaged property to be insured by flood insurance for the life of the home. The Covenant will be executed at Grant Closing, recorded with the County Register of Deeds and shall encumber the property in perpetuity. Any homeowner in the 100-year floodplain who receives assistance through this Agreement shall be prohibited from receiving state assistance for future flood events if that homeowner fails to maintain flood insurance after receiving assistance through this Agreement. Such homeowners must be notified of this requirement when receiving assistance through this Agreement. North Carolina will follow federal HUD guidance to ensure all structures meet guidelines spelled out in 24 C.F.R. Part 55.
- f) Floodplain Status & Insurance: No funds may be obligated or expended in any project activity until the County provides OSBM-DR with a certification that the project is not in a floodplain, or with certification that the recipient participates in the flood insurance program. All properties assisted in the project shall comply with applicable floodplain regulations. Counties may opt to provide flood insurance—at grant closing for reimbursements or at project closeout for repairs, reconstructions, and replacements—for a period not to exceed two years. Thereafter, all properties assisted with funding under this Agreement must maintain insurance coverage.
- g) Insurance Subrogation: If a person’s home is repaired, reconstructed or relocated with funds from the state-funded Hazard Mitigation Grant Program or the State Acquisition and Relocation Fund, the applicant receiving the state assistance shall authorize and approve that the State Emergency Response and Disaster Relief Fund be subrogated to the person’s rights to secure insurance coverage for the damage to the home and any monies received from the insurance coverage shall be paid to the State Emergency Response and Disaster Relief Fund. NCEM and grantee shall ensure that those homeowners or applicants potentially affected by this section are notified of, and adhere to, its requirements.
- h) Property Type Limitations: Only the following types of real property may be rehabilitated under this Agreement: wood-frame built homes, manufactured homes, and modular housing. Although rehabilitation is the primary objective for funding, if the County determines that rehabilitation is not feasible, then complete reconstruction or demolition and relocation are acceptable options. If a home is within a 100-year floodplain, 500-year floodplain, or experienced flooding in the

floor of occupied living space if the home was outside either of the two foregoing floodplains, the County and/or OSBM-DR reserve the right to offer the homeowner a buyout of the property in lieu of reconstruction, rehabilitation or elevation, especially when the costs of the proposed housing assistance greatly exceed the value of the subject home and/or replacement of affordable housing in the County is not a priority unmet need for the County.

- i) Similar Size and Function: For homes that are reconstructed or replaced, they shall be reconstructed or replaced with models of substantially similar size, construction and function (e.g., manufactured home for manufactured home, modular home for modular home, wood-frame construction for wood-frame construction, etc.). Repairs, reconstruction, and replacement shall be substantially similar in scope, size, and function to the original damaged property. Notwithstanding the foregoing, the County and OSBM-DR have the flexibility and discretion to work with homeowners to provide a reconstruction or replacement that best serves the needs of the homeowner and/or the DRA/HM program subject to the eligibility criteria and limitations above.

The County and/or OSBM-DR may offer different reconstruction or rehabilitation options to homeowners to: address exigent conditions in a home that threaten life safety, health, and well-being of the occupants; financial hardship of the homeowner; or such other unmet need of the County related to the replacement of housing within the County on a case-by-case basis. Subject to availability and construction/production scheduling, the County and/or OSBM-DR may provide eligible homeowners an option to select: a modular home to replace wood-frame constructed home; select a home plan that is smaller size or different room configuration than the home being reconstructed; or select a manufactured home in lieu of wood-frame or modular construction; or other alternative that the homeowner may agree to.

- j) Acquisition Buyout Deed Restrictions: For homes that are approved for a buyout or acquisition, any land purchased with DRA funds must be deed-restricted to restrict future use, in perpetuity to: open space; parks; recreation; and/or floodplain or wetlands management. If the County takes ownership of the land, the deed restrictions still apply.
- k) Applicant Equity to Other Recovery Programs: The homeowner or applicant who applies to the County or NCEM/OSBM-DR for benefits under this Agreement should not receive benefits or compensation that would materially exceed benefits that are provided for similar activities by other federal Housing Recovery Programs. Any exceptions to these limitations will be handled on a case-by-case basis and must be supported by a compelling justification.

IV. COMPENSATION: NCEM/OSBM-DR will provide the County \$2,000,000 under this Agreement. The entirety of the Agreement amount is a grant to the County by NCEM. The County may, in its discretion, elect to revert the funds to the State to implement some

or all of the activities of the program on the County's behalf. If the County retains the grant funds, the County will submit quarterly reports to document the use of the funds expended in the prior three-month period. A final report documenting the use of all funds under this Agreement must be submitted to OSBM-DR no later than August 31, 2021. If the term of the Agreement is extended, the County's reporting requirements shall likewise be extended.

Any funds not expended by December 31, 2021 are subject to the claw-back provisions of Paragraph VI below.

- V. REIMBURSEMENT:** All cost must be verified through receipts and other documents. Payment shall be submitted to the County after receipt of completed and documented invoices, within 15 business days after receipt of invoices. Cost reports and invoices shall be submitted to the following program manager for the NCEM:

North Carolina Office of State Budget and Management - Disaster Recovery Section
Office of State Budget and Management
430 N. Salisbury Street, Room 2028
MSC 20320 – Raleigh, NC 27699-0320
Raleigh, NC 27603

The County must include an original, signed copy of each cost report.

- VI. CLAW-BACK:** NCEM or OSBM-DR reserves the right to recover grant funds or de-obligate any remaining grant funds after this Agreement's expiration date or before the expiration date of this Agreement, should the County be found in noncompliance with any material term of this Agreement; an audit finding discloses an improper use of grant funds; or it becomes apparent that the County will not be able to expend the funds prior to the expiration date of this Agreement. OSBM-DR will provide the County with reasonable notice of any deficiency, audit finding, or noncompliance issue and OSBM-DR will make every effort to work with the County to resolve the issue informally before seeking a claw-back under this provision.
- VII. REGULATION:** The funds awarded under this Agreement must be used in compliance with all applicable state and federal laws governing their use. By accepting this payment, the below official agrees to use these funds in a manner consistent with state laws and regulations.
- VIII. TAXES:** The County shall be responsible for all taxes.
- IX. WARRANTY:** The County will hold NCEM and OSBM-DR 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.

- X. POINTS OF CONTACT:** To provide consistent and effective communication between the NCEM and the County, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this Agreement.

For the OSBM	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603 Direct: 919-807-4672 Email: stephanie.alsay@osbm.nc.gov	Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street MSC 20320 – Raleigh, NC 27699-0320 Raleigh, NC 27603 Direct: 919-807-4672 Email: stephanie.alsay@osbm.nc.gov

For the COUNTY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Pender County Planning and Community Development C/O Planning Director PO Box 1519 Burgaw, NC 28425	Pender County Planning and Community Development C/O Planning Director 805 S. Walker Street, Burgaw, NC 28425

- XI.**
- XII. PUBLIC RECORD ACCESS:** This Agreement is be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.
- XIII. AUDITING & ACCESS TO PERSONS AND RECORDS:** In accordance with N.C. Gen. Stat. § 147-64.7, the staff from the North Carolina Office of State Auditor, DPS, NCEM, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to County officers, employees, agents and/or other

persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records relating to the Agreement during the term of the Contract and within two years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from NCEM and/or OSBM-DR, or associated state parties and affected homeowners.

The County shall store and maintain the original files related to this Agreement and accounting records for the grant funds pursuant to the County's document retention policies or six years from the closeout of the last DRA or HM project, whichever is later.

- XIV. 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.
- XV. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.
- XVI. 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 County. 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.
- XVII. COMPLIANCE:** The County shall be wholly responsible for financing to be made under this Agreement and for the supervision of its employees and assistants. The County 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 Agreement. Recipient is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control act, including but not limited to all budgeting and pre-audit requirements.
- XVIII. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Director of OSBM-DR and the County Manager. Notwithstanding the foregoing, the formal modification of this Agreement shall not be required for the following: changes in grant funding; changes in grant monitoring and compliance; changes in the scope of work for any projects; changes in the type of recovery for a project (e.g., rehabilitation to reconstruction, etc.); changes in the number of projects; changes in auditing requirements; and/or such other matters that County and OSBM-DR may agree to during the term of this grant. OSBM-DR will give advance notice of all changes to the County, and any change that may reduce the amount of the grant to the

County shall be subject to agreement and acceptance by the County formally or informally as required by County policy.

- XIX. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until December 31, 2021. Upon written request for a term extension by the County to OSBM-DR, this agreement may be extended for one additional year.

County or OSBM-DR may terminate this Agreement, in whole or in part, by providing written notice to the other party at least 30 days before the effective date of termination set forth in the notice. After the issuance of any written notice of termination, the County within the 30-day period shall provide an account of all pending payment obligations to its contractors managing projects, constructing projects, and/or working on mitigation buyouts as well as an account for all bills that may become due within 30 days following termination. NCEM or OSBM-DR may require County to return of unspent funds that will not be needed to pay County's obligations that are due prior to the effective date of termination. County will forward all invoices it receives from its contractors to OSBM-DR after the effective date of termination, which OSBM-DR will process and pay all eligible bills, costs, fees and/or expenses. NCEM or OSBM-DR shall have the right to assume all County's projects and contracts so that all DRA and HM projects that were not completed by the County may be completed by OSBM-DR. The County agrees to execute all necessary documents to assign its contracts and projects to NCEM/OSBM-DR and make reasonable efforts to have its contractors agree to the requested assignments.

The County may also delegate or assign to OSBM-DR any project to manage, construct or buy-out without seeking termination of the Agreement.

- XX. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon return of this amended Memorandum of Agreement, properly executed on behalf of the County, to OSBM-DR and will become binding upon execution of all parties to the Agreement. Once executed, the terms of this Agreement will be made effective as of December 1, 2018.

- XXI. 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.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that the effective date of this Agreement shall be August 30, 2019.

NC OFFICE OF STATE BUDGET
& MANAGEMENT

COUNTY OF Pender

BY:

BY:

Nels C. Roseland

Kyle M. Breuer

Nels C. Roseland
Deputy State Budget Director

Kyle M. Breuer, Director, Planning and
Community Development

DATE 8/30/2019

DATE 8/30/2019



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Wes Stewart
DATE: January 3, 2022
SUBJECT: Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2021-2022: Low Income Energy Assistance: \$45,917

SUMMARY:

A funding authorization allocating funds was received by the Department of Social Services. This funding is determined at the federal level and approved by the General Assembly. Low Income Energy Assistance Payments (LIEAP) funds are 100% Federal. Eligible households receive a one-time heating assistance payment made directly to their heating vendor. The LIEAP allocation was higher than what was originally projected.

100097-464219 \$45,917

12-389500 \$45,917

ACTION REQUESTED:

To consider approving a budget amendment for increasing additional programmatic revenues and related expenditures for the Department of Social Services for Fiscal Year 2021-2022.



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	843,856.00	843,856.00	0.00	0.00	843,856.00	843,856.00
02	ALEXANDER	147,580.00	147,580.00	0.00	0.00	147,580.00	147,580.00
03	ALLEGHANY	61,908.00	61,908.00	0.00	0.00	61,908.00	61,908.00
04	ANSON	203,651.00	203,651.00	0.00	0.00	203,651.00	203,651.00
05	ASHE	141,304.00	141,304.00	0.00	0.00	141,304.00	141,304.00
06	AVERY	77,710.00	77,710.00	0.00	0.00	77,710.00	77,710.00
07	BEAUFORT	317,024.00	317,024.00	0.00	0.00	317,024.00	317,024.00
08	BERTIE	172,940.00	172,940.00	0.00	0.00	172,940.00	172,940.00
09	BLADEN	264,214.00	264,214.00	0.00	0.00	264,214.00	264,214.00
10	BRUNSWICK	522,187.00	522,187.00	0.00	0.00	522,187.00	522,187.00
11	BUNCOMBE	1,125,758.00	1,125,758.00	0.00	0.00	1,125,758.00	1,125,758.00
12	BURKE	501,523.00	501,523.00	0.00	0.00	501,523.00	501,523.00
13	CABARRUS	667,099.00	667,099.00	0.00	0.00	667,099.00	667,099.00
14	CALDWELL	399,670.00	399,670.00	0.00	0.00	399,670.00	399,670.00
15	CAMDEN	28,545.00	28,545.00	0.00	0.00	28,545.00	28,545.00
16	CARTERET	258,291.00	258,291.00	0.00	0.00	258,291.00	258,291.00
17	CASWELL	142,842.00	142,842.00	0.00	0.00	142,842.00	142,842.00
18	CATAWBA	739,722.00	739,722.00	0.00	0.00	739,722.00	739,722.00
19	CHATHAM	202,538.00	202,538.00	0.00	0.00	202,538.00	202,538.00
20	CHEROKEE	170,315.00	170,315.00	0.00	0.00	170,315.00	170,315.00
21	CHOWAN	100,111.00	100,111.00	0.00	0.00	100,111.00	100,111.00
22	CLAY	57,291.00	57,291.00	0.00	0.00	57,291.00	57,291.00
23	CLEVELAND	713,710.00	713,710.00	0.00	0.00	713,710.00	713,710.00
24	COLUMBUS	424,468.00	424,468.00	0.00	0.00	424,468.00	424,468.00
25	CRAVEN	474,670.00	474,670.00	0.00	0.00	474,670.00	474,670.00
26	CUMBERLAND	2,246,817.00	2,246,817.00	0.00	0.00	2,246,817.00	2,246,817.00
27	CURRITUCK	74,606.00	74,606.00	0.00	0.00	74,606.00	74,606.00
28	DARE	107,559.00	107,559.00	0.00	0.00	107,559.00	107,559.00
29	DAVIDSON	889,683.00	889,683.00	0.00	0.00	889,683.00	889,683.00
30	DAVIE	160,472.00	160,472.00	0.00	0.00	160,472.00	160,472.00
31	DUPLIN	328,964.00	328,964.00	0.00	0.00	328,964.00	328,964.00
32	DURHAM	1,443,093.00	1,443,093.00	0.00	0.00	1,443,093.00	1,443,093.00
33	EDGECOMBE	472,392.00	472,392.00	0.00	0.00	472,392.00	472,392.00
34	FORSYTH	1,942,501.00	1,942,501.00	0.00	0.00	1,942,501.00	1,942,501.00
35	FRANKLIN	295,823.00	295,823.00	0.00	0.00	295,823.00	295,823.00
36	GASTON	1,099,080.00	1,099,080.00	0.00	0.00	1,099,080.00	1,099,080.00
37	GATES	59,972.00	59,972.00	0.00	0.00	59,972.00	59,972.00
38	GRAHAM	49,077.00	49,077.00	0.00	0.00	49,077.00	49,077.00
39	GRANVILLE	280,913.00	280,913.00	0.00	0.00	280,913.00	280,913.00
40	GREENE	138,748.00	138,748.00	0.00	0.00	138,748.00	138,748.00
41	GUILFORD	2,998,964.00	2,998,964.00	0.00	0.00	2,998,964.00	2,998,964.00
42	HALIFAX	489,985.00	489,985.00	0.00	0.00	489,985.00	489,985.00
43	HARNETT	679,124.00	679,124.00	0.00	0.00	679,124.00	679,124.00
44	HAYWOOD	267,311.00	267,311.00	0.00	0.00	267,311.00	267,311.00
45	HENDERSON	396,375.00	396,375.00	0.00	0.00	396,375.00	396,375.00
46	HERTFORD	202,362.00	202,362.00	0.00	0.00	202,362.00	202,362.00
47	HOKE	327,534.00	327,534.00	0.00	0.00	327,534.00	327,534.00

Low-Income Home Energy Assistance (LIEAP)
AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	33,904.00	33,904.00	0.00	0.00	33,904.00	33,904.00
49	IREDELL	481,964.00	481,964.00	0.00	0.00	481,964.00	481,964.00
50	JACKSON	212,664.00	212,664.00	0.00	0.00	212,664.00	212,664.00
51	JOHNSTON	892,674.00	892,674.00	0.00	0.00	892,674.00	892,674.00
52	JONES	69,072.00	69,072.00	0.00	0.00	69,072.00	69,072.00
53	LEE	311,363.00	311,363.00	0.00	0.00	311,363.00	311,363.00
54	LENOIR	479,652.00	479,652.00	0.00	0.00	479,652.00	479,652.00
55	LINCOLN	308,237.00	308,237.00	0.00	0.00	308,237.00	308,237.00
56	MACON	167,712.00	167,712.00	0.00	0.00	167,712.00	167,712.00
57	MADISON	107,291.00	107,291.00	0.00	0.00	107,291.00	107,291.00
58	MARTIN	174,136.00	174,136.00	0.00	0.00	174,136.00	174,136.00
59	MCDOWELL	252,872.00	252,872.00	0.00	0.00	252,872.00	252,872.00
60	MECKLENBURG	4,105,295.00	4,105,295.00	0.00	0.00	4,105,295.00	4,105,295.00
61	MITCHELL	80,655.00	80,655.00	0.00	0.00	80,655.00	80,655.00
62	MONTGOMERY	144,308.00	144,308.00	0.00	0.00	144,308.00	144,308.00
63	MOORE	376,601.00	376,601.00	0.00	0.00	376,601.00	376,601.00
64	NASH	558,016.00	558,016.00	0.00	0.00	558,016.00	558,016.00
65	NEW HANOVER	988,873.00	988,873.00	0.00	0.00	988,873.00	988,873.00
66	NORTHAMPTON	170,773.00	170,773.00	0.00	0.00	170,773.00	170,773.00
67	ONSLow	740,515.00	740,515.00	0.00	0.00	740,515.00	740,515.00
68	ORANGE	517,764.00	517,764.00	0.00	0.00	517,764.00	517,764.00
69	PAMLICO	65,843.00	65,843.00	0.00	0.00	65,843.00	65,843.00
70	PASQUOTANK	233,456.00	233,456.00	0.00	0.00	233,456.00	233,456.00
71	PENDER	247,410.00	247,410.00	0.00	0.00	247,410.00	247,410.00
72	PERQUIMANS	75,540.00	75,540.00	0.00	0.00	75,540.00	75,540.00
73	PERSON	230,245.00	230,245.00	0.00	0.00	230,245.00	230,245.00
74	PITT	1,152,848.00	1,152,848.00	0.00	0.00	1,152,848.00	1,152,848.00
75	POLK	80,326.00	80,326.00	0.00	0.00	80,326.00	80,326.00
76	RANDOLPH	712,751.00	712,751.00	0.00	0.00	712,751.00	712,751.00
77	RICHMOND	446,437.00	446,437.00	0.00	0.00	446,437.00	446,437.00
78	ROBESON	1,415,821.00	1,415,821.00	0.00	0.00	1,415,821.00	1,415,821.00
79	ROCKINGHAM	579,714.00	579,714.00	0.00	0.00	579,714.00	579,714.00
80	ROWAN	704,802.00	704,802.00	0.00	0.00	704,802.00	704,802.00
81	RUTHERFORD	424,667.00	424,667.00	0.00	0.00	424,667.00	424,667.00
82	SAMPSON	394,365.00	394,365.00	0.00	0.00	394,365.00	394,365.00
83	SCOTLAND	346,303.00	346,303.00	0.00	0.00	346,303.00	346,303.00
84	STANLY	258,120.00	258,120.00	0.00	0.00	258,120.00	258,120.00
85	STOKES	202,807.00	202,807.00	0.00	0.00	202,807.00	202,807.00
86	SURRY	416,062.00	416,062.00	0.00	0.00	416,062.00	416,062.00
87	SWAIN	73,700.00	73,700.00	0.00	0.00	73,700.00	73,700.00
88	TRANSYLVANIA	144,336.00	144,336.00	0.00	0.00	144,336.00	144,336.00
89	TYRRELL	29,970.00	29,970.00	0.00	0.00	29,970.00	29,970.00
90	UNION	616,356.00	616,356.00	0.00	0.00	616,356.00	616,356.00
91	VANCE	378,339.00	378,339.00	0.00	0.00	378,339.00	378,339.00
92	WAKE	2,817,135.00	2,817,135.00	0.00	0.00	2,817,135.00	2,817,135.00
93	WARREN	154,418.00	154,418.00	0.00	0.00	154,418.00	154,418.00
94	WASHINGTON	100,945.00	100,945.00	0.00	0.00	100,945.00	100,945.00
95	WATAUGA	240,950.00	240,950.00	0.00	0.00	240,950.00	240,950.00
96	WAYNE	804,980.00	804,980.00	0.00	0.00	804,980.00	804,980.00
97	WILKES	383,131.00	383,131.00	0.00	0.00	383,131.00	383,131.00
98	WILSON	598,036.00	598,036.00	0.00	0.00	598,036.00	598,036.00
99	YADKIN	168,339.00	168,339.00	0.00	0.00	168,339.00	168,339.00
100	YANCEY	99,242.00	99,242.00	0.00	0.00	99,242.00	99,242.00
150	Jackson Indian		0.00	0.00	0.00	0.00	0.00
187	Swain Indian		0.00	0.00	0.00	0.00	0.00
Total		\$ 49,482,017.00	\$ 49,482,017.00	\$ -	\$ -	\$ 49,482,017.00	\$ 49,482,017.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 21B1NCLIEA & 22B1NCLIEA
Award Date: FFY 2021 & 2022
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHEAP

Tracked on XS411: Federal Share 100 %

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

September 2, 2021



Pender County Budget Ordinance Amendment

Monday, December 20, 2021

Page 8 of 9

DateMonday, December 20, 2021

Board Meeting Date (If Applicable)Monday, January 3, 2022

Fiscal YearFY 2021-2022Fund12 - DSS

Division, Program, Project, etc. LIEAPDepartment100097 - LOW INCOME ENERGY ASST PROG

Purpose of Request
funding authorization allocating funds was received by the Department of Social Services. This funding is determined at the federal level and approved by the General Assembly.Low Income Energy Assistance Payments (LIEAP) funds are 100% Federal.Eligible households receive a one-time heating assistance payment made directly to their heating vendor. The LIEAP allocation was higher than what was originally projected.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12	389500	45,917
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100097	464219	45917
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Total Revenues

45917

Total Expenditures

45917

Prepared By:

Savannah Hubach

Email

shubach@pendercountync.gov



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Wes Stewart

DATE: January 3, 2022

SUBJECT: Approval of a Budget Amendment to Increase the Department of Social Services Revenues and Expenditures for Fiscal Year 2020-2021: Low Income Household Water Assistance Program: \$83,993

SUMMARY:

The Consolidated Appropriations Act, 2021 (CAA) enacted on December 27, 2020, and the American Rescue Plan Act of 2021 (ARPA) enacted on March 3, 2021, provided funds for the establishment of a new emergency water and wastewater assistance program. This is a temporary program where funds must be spent by September 30, 2023; there is not a permanent authorization for the Low Income Household Water Assistance Program (LIHWAP). LIHWAP provides emergency assistance to low-income households, particularly those with the lowest of incomes that pay a high proportion of their household income for drinking and wastewater services. The funds must be paid to owners or operators of public water systems or treatment works to reduce arrearage of and rates charged to eligible households.

100097- 464220 \$83,993
12- 389501 \$83,993

ACTION REQUESTED:

To consider approving a budget amendment for increasing additional programmatic revenues and related expenditures for the Department of Social Services for Fiscal Year 2021-2022.



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for
Human Services

September 16, 2021

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

ATTENTION: DIRECTORS, ENERGY MANAGERS AND SUPERVISORS

SUBJECT: Low Income Household Water Assistance Program (LIHWAP)

Priority: Assistance Requested

The Consolidated Appropriations Act, 2021 (CAA) enacted on December 27, 2020, and the American Rescue Plan Act of 2021 (ARPA) enacted on March 3, 2021, provided funds for the establishment of a new emergency water and wastewater assistance program. This is a temporary program where funds must be spent by September 30, 2023; there is not a permanent authorization for the Low Income Household Water Assistance Program (LIHWAP). LIHWAP provides emergency assistance to low-income households, particularly those with the lowest of incomes that pay a high proportion of their household income for drinking and wastewater services. The funds must be paid to owners or operators of public water systems or treatment works to reduce arrearage of and rates charged to eligible households.

There has been a workgroup established with staff from DHHS and the Directors for the local county Division of Social Services (DSS) to develop our state's policies and procedures for LIHWAP. The North Carolina LIHWAP Model Plan was submitted August 9, 2021 and revised based on feedback from our federal partners on September 10, 2021. We are currently awaiting approval on our plan and will be actively engaged in developing policy and training based on that approval.

In the meantime, the group has been working with the UNC School of Government to reach out to the over 500 water and wastewater vendors in North Carolina to ensure they are aware of the program. Last week a webinar was held by the UNC School of Government for water and wastewater vendors. There were approximately 178 people on the webinar, but it is uncertain how many of the attendees were vendors. A recording of that call is included in a link below. During that call, the vendors were asked if they would be willing to provide information about their current status through a link that was provided to them. As of today, we have received information from several vendors, but the reach has not been as great as we hoped.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2409 Mail Service Center, Raleigh, NC 27699-2409

www.ncdhhs.gov • TEL: 919-527-6390 • FAX: 919-733-3052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

We need your help in reaching out to the water and wastewater vendors in your county to obtain information that will assist us in allocating enough funds to cover constituents in your county who are in Priority Group 1 (have already had their services disconnected) or Priority Group 2 (are in danger of having their services disconnected).

Here is what we are asking:

Reach out to the water and wastewater vendors in your county to establish a relationship, share with them the information that follows in this letter, and provide them with the documents that are needed to be completed to get them set up as a vendor and to share data. [Click here](#) to see the list of vendors from the UNC School of Government; please note that the contact information on this list may be out of date.

1. Ask the vendor if they would complete this [Vendor Data Collection Survey Tool](#). If they are unwilling to complete the survey, please consider gathering as much information as you can and completing it on their behalf. I have attached a PDF version in case you want to go over it with them, the tool asks the following questions:
 - a. Vendor contact information (name, phone number, email address)
 - b. The type of vendor (water, wastewater, both)
 - c. The organizations' FEIN number
 - d. What counties they operate in
 - e. If they are under a moratorium and, if they are, when they expect to resume disconnections. It also asks as of September 1, 2021 how many households have been disconnected for failure to pay their bill, and what the total amount owed is on those accounts.
 - f. As of September 1, 2021, how many households are in danger of having their water or wastewater services disconnected before January 1, 2022, and what the total amount owed is for 30 days past due and 60 days past due.
 - g. If their bill includes reconnection fees and any other municipal services (such as trash) and the average cost for both.
 - h. If they are willing to sign a Vendor Service Agreement (attached to this document) and if they are willing to share data through a data sharing agreement (also attached to this document).
2. If the vendor has questions, share this link for them to submit their questions, we are working on a FAQ document that will be posted both on the UNC School of Government website and an upcoming state LIHWAP website.
[LIHWAP Vendor Question Submission Form](#)
3. Until the North Carolina website is available, share with the vendor the link to the federal [LIHWAP](#) website.
4. Share with them the Vendor Service Agreement (attached to this letter) and ask them to complete and return to you. Once you have received the Vendor Service Agreement, take the appropriate steps to approve and then upload the information into NC FAST.

We are planning on doing an "auto" payment for categorically eligible customers who are in priority group 1 or 2, as long as we have the data from the vendors that we can use to match against NC FAST. You can share the Data Sharing Agreement attached to this letter with the vendor and ask them to complete the form and return to you. Attached to this letter is the format that the vendor would use to return the information back to us. Additional information about sharing the data will be sent in the next couple of weeks.

Two webinars have been scheduled next week. The first will be held on Tuesday September 21, 10-11 am. To register:

Please register for Low-Income Household Water Assistance Program (LIHWAP) on Sep 21, 2021 10:00 AM EDT at:

<https://attendee.gotowebinar.com/register/4538019157085487630>

After registering, you will receive a confirmation email containing information about joining the webinar.

The second will be held on Thursday September 23, 3-4 pm. To register:

Please register for Low-Income Household Water Assistance Program (LIHWAP) II on Sep 23, 2021 3:00 PM EDT at:

<https://attendee.gotowebinar.com/register/5257090965558052622>

After registering, you will receive a confirmation email containing information about joining the webinar.

If you have any questions, please send them to the Operational Support Team (OST) at DSS.Policy.Questions@dhhs.nc.gov.

Sincerely,



Carla West

Senior Director for Economic Security

Division of Social Services, Economic and Family Services Section

Attachments:

- Vendor Service Agreement
- Vendor Data Sharing Agreement
- Vendor Data Sharing Format

EFS-75-2021

**Low Income Household Water Assistance Program (LIHWAP)
Water and Wastewater Vendor Agreement
By and Between**

County Department of Social Services/Human Services
and

The undersigned Water Provider agrees to participate in the Low Income Household Water Assistance Program (LIHWAP) for the effective 12- month period beginning on (date) _____ through (date) _____.

The undersigned _____ County Department of Social Services/Human Services (County DSS) will pay to the undersigned Water Provider a portion of the home water or wastewater costs of households eligible to receive such assistance. Payment amounts are determined by individual household needs. Eligible households must have a household income at or below the 150% Federal Poverty level and water services have been disconnected, in jeopardy of disconnection, or have a current bill. Households that receive benefits through the Low Income Home Energy Assistance Program (LIHWAP), Supplemental Nutrition Assistance Program (SNAP), Food and Nutrition Services benefits (FNS) and Temporary Assistance for Needy Families (TANF) will automatically be eligible. The following variables will be used to determine the benefit amount: income, household size, household drinking water burden or household wastewater burden.

The undersigned Water Provider agrees, as conditions of participation in the program, to the following:

1. Follow Low-Income Water Assistance Program (LIHWAP) policies and procedures located in the NC LIHWAP Policy Manual.
2. Provide water and/or wastewater services to each eligible and approved residential household for which payment is provided under LIHWAP; and
3. Restore water services upon payment; and
4. After receiving LIHWAP payment for restoration of water services, maintain services for at least 90 days; and
5. Negotiate for continuation or reconnection of service to households determined eligible for LIHWAP benefits; and
6. Collaborate and do everything possible to ensure the customer has continuous access to home water service; and
7. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process; and
8. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds; and
9. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts; and
10. Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers; and
11. To credit the entire LIHWAP payment to a household's account immediately upon receipt of payment from the County DSS, regardless of whether the payment results in a credit on the account; and
12. To provide documentation such as payment confirmation or updated bills of home water and wastewater supplied to certified households under LIHWAP as may be required by the County DSS to verify funds were applied to the correct accounts; and
13. To provide upon request and at no cost to the County DSS or the household, information on an applicant's home water and wastewater costs, bill payment history, or arrearage history for the last 12- month billing period; and
14. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the AGENCY, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the program year 2022; and
15. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit; and
16. Cooperate with any Federal, State, or local investigation, audit, or program review. The Vendor shall allow AGENCY representative access to all books and records relating to LIHWAP households for purposes of compliance verification with the Agreement; and

DSS – xxxx
Economic and Family Services

Distribution:
Original – County File
Copy to Vendor

17. LIHWAP funds shall only be applied to open accounts. If an account is closed, the Water Provider must return all funds to the County DSS. LIHWAP funds cannot be applied to a closed account with remaining balance.

Termination of the Agreement:

1. Termination of this Agreement may occur by either party terminating its duties under this Agreement upon provision of thirty (30) calendar days written notice to the other.
2. This Agreement will terminate immediately should the Water Provider supply false information or attempt to defraud the State, the County DSS, or the eligible household. In such cases, no additional reimbursement will be made to the Water Provider unless and until such matters are resolved and the Water Provider is exonerated of wrongdoing.

Company Name

Print Name of County

Print Name of Water Provider Representative

Print Name of County DSS Director

Signature of Water Provider Representative

Signature of County DSS Director

Date

Date

Print Mailing Address

Print Mailing Address

Print City, State, Zip Code

Print City, State, Zip Code

Telephone Number

Telephone Number

Provider Federal ID Number (FEIN) or SSN

DSS – xxxx
Economic and Family Services

Distribution:
Original – County File
Copy to Vendor

Data Share/Use Agreement
By and Between the North Carolina Department of Health and Human Services,
Division of Social Services and DATA RECIPIENT

I. Background

Low Income Home Water Assistance Program (LIHWAP) is a federal funded program implemented by Administration of Children and Families. LIHWAP provides funds to assist low-income households with water and wastewater bills.

II. Parties and Authority

A. Water and Wastewater Vendors in the state of North Carolina

B. North Carolina Department of Health and Human Services

III. Purpose and Scope

This Data Share/Use Agreement is being entered into by the North Carolina Department of Health and Human Services (NC DHHS), Data Recipient, and Water and Wastewater Vendors for the state of North Carolina, Data Custodian. This agreement memorializes the collaboration between NC DHHS and Water and Wastewater vendors to share data regarding North Carolina households who are currently disconnected or subject to disconnection for failure to pay water and/or wastewater costs. This data will assist NC DHSS and its local agencies with identifying households that may be eligible for LIHWAP by performing a data match with NC DHHS' Energy Program data. Specific data elements will be needed in effort to identify exact data matches:

- *Account Holder's Full Name*
- *Account Holder's Service Address*
- *Account Number Associated with Account Holder and Service Address*
- *Social Security Number, if available*
- *Date of Birth, if available*
- *Amount needed to reconnect water and/or wastewater services if applicable to household*
- *Amount needed to avoid disconnection of water/wastewater services if applicable to household*
- *Amount needed to avoid disconnection for households with past due water/wastewater bills.*
- *Any additional fees associated with reconnecting water/wastewater services if applicable to household*

Current household data should be listed on a spreadsheet and sent to NC DHHS upon request.

IV. Terms and Conditions of Data Access

1. **RESTRICTIONS ON USE.** All signatory Data Recipients to this DUA agree not to use or further disclose the sensitive data other than as permitted by this DUA, or as otherwise required by law or regulation. Data Recipient shall use appropriate safeguards to protect the PII or sensitive data from misuse or inappropriate disclosure and to prevent any use or disclosure of the PII or sensitive data other than as provided in this DUA or as otherwise required by law or regulation.
2. **REPORTING.** Data Recipient shall report to Data Custodian any use or disclosure of the sensitive data that is not provided for in this Data Use Agreement (DUA) within three (3) business days from the date it becomes aware of the disclosure. Data Recipient will take reasonable steps to limit any further such use or disclosure. Data Custodian in its sole discretion may require the Data Recipient to:
 - Investigate and respond to Data Custodian regarding any alleged disclosure; promptly resolve any problems identified by the investigation.
 - Submit a corrective action plan with steps designed to prevent any future unauthorized disclosures.
 - Require that all Data Set files be returned or, if infeasible, destroyed immediately.
3. **DUA Termination Date is one year after DUA effective date.**
 - (a) Term. The Term of this DUA shall be effective as of the date written in Section E and shall terminate three years after DUA effective date. All sensitive data provided by the Data Custodian to Data Recipient must be destroyed or returned to Data Custodian, or, if it is infeasible to return or destroy data, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (b) Term Extension. In the event that the Data Recipient requires data for a time period exceeding the term, a formal request for a term extension must be submitted to the "Data Custodian". If a term extension is granted by the "Data Custodian", this DUA must be amended.
 - (c) Termination for Cause.

Should Data Recipient commit a material breach of this DUA, which is not cured within thirty (30) days after Data Recipient receives notice of such breach from the Data Custodian or resolved in a manner deemed acceptable by the Data Custodian, then the Data Custodian will discontinue disclosure of sensitive information.
 - (d) Effects of Termination.
 - i. Within ten (10) days upon termination of this DUA, Data Recipient shall return or destroy all data received from Data Custodian. This provision shall apply to data that is in the possession of sub Recipients or agents of Data Recipient. Data Recipient shall retain no copies of the sensitive data.

- ii. In the event that Data Recipient determines that returning or destroying the sensitive data is infeasible, Data Recipient shall provide to Data Custodian notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of sensitive data is infeasible; Data Recipient shall extend the protections of this DUA to such sensitive data and limit further uses and disclosures of such sensitive data to those purposes that make the return or destruction infeasible, for so long as Data Recipient maintains sensitive data.

V. General Terms and Conditions Applicable to DSS and DATA RECIPIENT

A. **PRIVACY AND SECURITY REQUIREMENTS.** Each agency agrees to maintain compliance with the NC Statewide Information Security Manual, located online at <https://it.nc.gov/statewide-information-security-policies>

B. **CONFIDENTIALITY AND DATA SECURITY.**

Confidentiality: The Data Recipient shall protect the confidentiality of all information, data, instruments, documents, studies, or reports given to the Data Recipient under this agreement in accordance with the standards of the DHHS privacy and security policies, applicable local laws, state regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E, Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH). The Data Recipient shall not disclose or make information available to any individual or organization without the prior written consent of the DHHS Division of Social Services except permitted by this contract for performing its obligations. The Data Recipient acknowledges that in receiving, storing, and processing confidential information, it will implement necessary privacy and security measures to safeguard all information.

Data Security: The Data Recipient shall implement internal data security measures, environmental safeguards, firewalls, access controls, and other security methods utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, local laws, and DHHS privacy and security policies. In the event the Data Recipient obtains written consent by DSS to enter into a third-party agreement to whom the Data Recipient provides confidential information, the Data Recipient shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security stringent as those set forth in the contract

Duty to Report: The Data Recipient shall report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security

within twenty-four (24) hours after the incident is first discovered. If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the Data Recipient shall report the incident within one (1) hour after the breach is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Data Recipient was notified, and the identity of affected or potentially affected individual(s). During the performance of this contract, the Data Recipient is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the Data Recipient. In addition, the Data Recipient will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

Cost Borne in the Event of Security Breach: If any applicable federal, state, or local law, regulation, or rule requires NCDHHS or Data Recipient to give affected persons written notice of a security breach arising out performance under this Agreement, the party responsible for the breach shall bear the cost of the notice.

- C. **RELATED PARTIES.** Both parties represent that they are authorized to bind to the terms of this agreement, including confidentiality and destruction or return of data, all related or associated institutions, individuals, employees, or Data Recipients who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. Data may be stored on a server with additional data but may not be merged with any other data without prior written permission from NCDHHS. This Agreement takes effect only upon acceptance by authorized representatives of both agencies, by which that institution agrees to abide by its terms.
- D. **EFFECTIVE DATE:** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect for a period of one year. *DATA RECIPIENT* and DSS may mutually agree to cancel this Agreement at any time in writing. *DATA RECIPIENT* and DSS further understand that either party may cancel this Agreement at any time, upon at least 30 calendar days' notice to the other party. Either party further reserves the right to cancel this Agreement should the cancelling party, in its sole but reasonable discretion, determine that confidential information has been released in a manner inconsistent with this Agreement, or has not been maintained in a secure manner.
- E. **DATA OWNERSHIP:** Both agencies understands that the Agreement does not convey ownership of data to the other party.
- F. **DATA STORAGE:** Any cloud storage or processing of DSS data by *Data Recipient* will require the express written consent of DSS. Any data that is part of this agreement must not be taken or accessed outside the United States.

G. MODIFICATION: This Agreement may be extended or otherwise modified only upon written agreement of the parties.

Entered into this _____ day of _____, 2021.

Accepted on behalf of the North Carolina Department of Health and Human Services, Division of Social Services

By _____

_____ [Printed Name]

_____ [Title]

Accepted on behalf of *DATA CUSTODIAN* _____

By _____

_____ [Printed Name]

_____ [Title]

Vendor Name
 Vendor FEIN Number
 Vendor Contact Information
 As of Date

Service County	Account Holder Name	Account Number	SSN (if available)	Residential or Service Address	Mailing Address
Ex. Sampson	Santa Claus	123456-000-123	123-45-6789	123 Santa Claus Lane	456 Candy Land Drive
Ex. Mecklenburg	Easter Bunny	7891012	112-23-3457	6789 Bunny Trail	P. O. Box 100

City	Zip Code	Water/Wasterwater Provider Name	Source	Total Amount Due	Account Status
Rudolph	78910	Snow Water Company	Water and Wastewater	\$1,591.11	In Jeopardy of Being Disconnected
Spring	64270	Cadbury Water Authority	Water	\$ 979.00	Disconnected

Disconnection Date	Amount Needed to Alleviate Crisis
10/31/2021	\$ 1,695.11
9/30/2021	\$ 1,250.00



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: Consolidated Appropriations Act (CAA)

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	286,479.00	286,479.00	0.00	0.00	286,479.00	286,479.00
02	ALEXANDER	50,101.00	50,101.00	0.00	0.00	50,101.00	50,101.00
03	ALLEGHANY	21,017.00	21,017.00	0.00	0.00	21,017.00	21,017.00
04	ANSON	69,137.00	69,137.00	0.00	0.00	69,137.00	69,137.00
05	ASHE	47,971.00	47,971.00	0.00	0.00	47,971.00	47,971.00
06	AVERY	26,381.00	26,381.00	0.00	0.00	26,381.00	26,381.00
07	BEAUFORT	107,626.00	107,626.00	0.00	0.00	107,626.00	107,626.00
08	BERTIE	58,711.00	58,711.00	0.00	0.00	58,711.00	58,711.00
09	BLADEN	89,697.00	89,697.00	0.00	0.00	89,697.00	89,697.00
10	BRUNSWICK	177,276.00	177,276.00	0.00	0.00	177,276.00	177,276.00
11	BUNCOMBE	382,181.00	382,181.00	0.00	0.00	382,181.00	382,181.00
12	BURKE	170,261.00	170,261.00	0.00	0.00	170,261.00	170,261.00
13	CABARRUS	226,472.00	226,472.00	0.00	0.00	226,472.00	226,472.00
14	CALDWELL	135,683.00	135,683.00	0.00	0.00	135,683.00	135,683.00
15	CAMDEN	9,691.00	9,691.00	0.00	0.00	9,691.00	9,691.00
16	CARTERET	87,687.00	87,687.00	0.00	0.00	87,687.00	87,687.00
17	CASWELL	48,493.00	48,493.00	0.00	0.00	48,493.00	48,493.00
18	CATAWBA	251,127.00	251,127.00	0.00	0.00	251,127.00	251,127.00
19	CHATHAM	68,759.00	68,759.00	0.00	0.00	68,759.00	68,759.00
20	CHEROKEE	57,820.00	57,820.00	0.00	0.00	57,820.00	57,820.00
21	CHOWAN	33,986.00	33,986.00	0.00	0.00	33,986.00	33,986.00
22	CLAY	19,449.00	19,449.00	0.00	0.00	19,449.00	19,449.00
23	CLEVELAND	242,296.00	242,296.00	0.00	0.00	242,296.00	242,296.00
24	COLUMBUS	144,101.00	144,101.00	0.00	0.00	144,101.00	144,101.00
25	CRAVEN	161,145.00	161,145.00	0.00	0.00	161,145.00	161,145.00
26	CUMBERLAND	762,767.00	762,767.00	0.00	0.00	762,767.00	762,767.00
27	CURRITUCK	25,328.00	25,328.00	0.00	0.00	25,328.00	25,328.00
28	DARE	36,515.00	36,515.00	0.00	0.00	36,515.00	36,515.00
29	DAVIDSON	302,036.00	302,036.00	0.00	0.00	302,036.00	302,036.00
30	DAVIE	54,478.00	54,478.00	0.00	0.00	54,478.00	54,478.00
31	DUPLIN	111,679.00	111,679.00	0.00	0.00	111,679.00	111,679.00
32	DURHAM	489,912.00	489,912.00	0.00	0.00	489,912.00	489,912.00
33	EDGECOMBE	160,371.00	160,371.00	0.00	0.00	160,371.00	160,371.00
34	FORSYTH	659,455.00	659,455.00	0.00	0.00	659,455.00	659,455.00
35	FRANKLIN	100,428.00	100,428.00	0.00	0.00	100,428.00	100,428.00
36	GASTON	373,124.00	373,124.00	0.00	0.00	373,124.00	373,124.00
37	GATES	20,360.00	20,360.00	0.00	0.00	20,360.00	20,360.00
38	GRAHAM	16,661.00	16,661.00	0.00	0.00	16,661.00	16,661.00
39	GRANVILLE	95,366.00	95,366.00	0.00	0.00	95,366.00	95,366.00
40	GREENE	47,103.00	47,103.00	0.00	0.00	47,103.00	47,103.00
41	GUILFORD	1,018,111.00	1,018,111.00	0.00	0.00	1,018,111.00	1,018,111.00
42	HALIFAX	166,344.00	166,344.00	0.00	0.00	166,344.00	166,344.00
43	HARNETT	230,554.00	230,554.00	0.00	0.00	230,554.00	230,554.00
44	HAYWOOD	90,749.00	90,749.00	0.00	0.00	90,749.00	90,749.00
45	HENDERSON	134,564.00	134,564.00	0.00	0.00	134,564.00	134,564.00
46	HERTFORD	68,699.00	68,699.00	0.00	0.00	68,699.00	68,699.00
47	HOKE	111,194.00	111,194.00	0.00	0.00	111,194.00	111,194.00

Low-Income Household Water Assistance Program (LIHWAP)
AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	11,510.00	11,510.00	0.00	0.00	11,510.00	11,510.00
49	IREDELL	163,621.00	163,621.00	0.00	0.00	163,621.00	163,621.00
50	JACKSON	72,197.00	72,197.00	0.00	0.00	72,197.00	72,197.00
51	JOHNSTON	303,052.00	303,052.00	0.00	0.00	303,052.00	303,052.00
52	JONES	23,449.00	23,449.00	0.00	0.00	23,449.00	23,449.00
53	LEE	105,704.00	105,704.00	0.00	0.00	105,704.00	105,704.00
54	LENOIR	162,836.00	162,836.00	0.00	0.00	162,836.00	162,836.00
55	LINCOLN	104,643.00	104,643.00	0.00	0.00	104,643.00	104,643.00
56	MACON	56,936.00	56,936.00	0.00	0.00	56,936.00	56,936.00
57	MADISON	36,424.00	36,424.00	0.00	0.00	36,424.00	36,424.00
58	MARTIN	59,117.00	59,117.00	0.00	0.00	59,117.00	59,117.00
59	MCDOWELL	85,847.00	85,847.00	0.00	0.00	85,847.00	85,847.00
60	MECKLENBURG	1,393,694.00	1,393,694.00	0.00	0.00	1,393,694.00	1,393,694.00
61	MITCHELL	27,381.00	27,381.00	0.00	0.00	27,381.00	27,381.00
62	MONTGOMERY	48,991.00	48,991.00	0.00	0.00	48,991.00	48,991.00
63	MOORE	127,851.00	127,851.00	0.00	0.00	127,851.00	127,851.00
64	NASH	189,439.00	189,439.00	0.00	0.00	189,439.00	189,439.00
65	NEW HANOVER	335,710.00	335,710.00	0.00	0.00	335,710.00	335,710.00
66	NORTHAMPTON	57,975.00	57,975.00	0.00	0.00	57,975.00	57,975.00
67	ONSLow	251,396.00	251,396.00	0.00	0.00	251,396.00	251,396.00
68	ORANGE	175,775.00	175,775.00	0.00	0.00	175,775.00	175,775.00
69	PAMLICO	22,353.00	22,353.00	0.00	0.00	22,353.00	22,353.00
70	PASQUOTANK	79,256.00	79,256.00	0.00	0.00	79,256.00	79,256.00
71	PENDER	83,993.00	83,993.00	0.00	0.00	83,993.00	83,993.00
72	PERQUIMANS	25,645.00	25,645.00	0.00	0.00	25,645.00	25,645.00
73	PERSON	78,165.00	78,165.00	0.00	0.00	78,165.00	78,165.00
74	PITT	391,377.00	391,377.00	0.00	0.00	391,377.00	391,377.00
75	POLK	27,270.00	27,270.00	0.00	0.00	27,270.00	27,270.00
76	RANDOLPH	241,970.00	241,970.00	0.00	0.00	241,970.00	241,970.00
77	RICHMOND	151,560.00	151,560.00	0.00	0.00	151,560.00	151,560.00
78	ROBESON	480,654.00	480,654.00	0.00	0.00	480,654.00	480,654.00
79	ROCKINGHAM	196,806.00	196,806.00	0.00	0.00	196,806.00	196,806.00
80	ROWAN	239,271.00	239,271.00	0.00	0.00	239,271.00	239,271.00
81	RUTHERFORD	144,169.00	144,169.00	0.00	0.00	144,169.00	144,169.00
82	SAMPSON	133,882.00	133,882.00	0.00	0.00	133,882.00	133,882.00
83	SCOTLAND	117,566.00	117,566.00	0.00	0.00	117,566.00	117,566.00
84	STANLY	87,629.00	87,629.00	0.00	0.00	87,629.00	87,629.00
85	STOKES	68,850.00	68,850.00	0.00	0.00	68,850.00	68,850.00
86	SURRY	141,248.00	141,248.00	0.00	0.00	141,248.00	141,248.00
87	SWAIN	25,020.00	25,020.00	0.00	0.00	25,020.00	25,020.00
88	TRANSYLVANIA	49,000.00	49,000.00	0.00	0.00	49,000.00	49,000.00
89	TYRRELL	10,174.00	10,174.00	0.00	0.00	10,174.00	10,174.00
90	UNION	209,245.00	209,245.00	0.00	0.00	209,245.00	209,245.00
91	VANCE	128,442.00	128,442.00	0.00	0.00	128,442.00	128,442.00
92	WAKE	956,382.00	956,382.00	0.00	0.00	956,382.00	956,382.00
93	WARREN	52,423.00	52,423.00	0.00	0.00	52,423.00	52,423.00
94	WASHINGTON	34,270.00	34,270.00	0.00	0.00	34,270.00	34,270.00
95	WATAUGA	81,799.00	81,799.00	0.00	0.00	81,799.00	81,799.00
96	WAYNE	273,281.00	273,281.00	0.00	0.00	273,281.00	273,281.00
97	WILKES	130,068.00	130,068.00	0.00	0.00	130,068.00	130,068.00
98	WILSON	203,026.00	203,026.00	0.00	0.00	203,026.00	203,026.00
99	YADKIN	57,149.00	57,149.00	0.00	0.00	57,149.00	57,149.00
100	YANCEY	33,692.00	33,692.00	0.00	0.00	33,692.00	33,692.00
Total		\$ 16,798,528.00	\$ 16,798,528.00	\$ -	\$ -	\$ 16,798,528.00	\$ 16,798,528.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCLWC5
Award Date: FFY 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHWAP CAA

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

November 23, 2021



Pender County Budget Ordinance Amendment

Tuesday, December 21, 2021

Page 24 of 25

DateMonday, December 20, 2021

Board Meeting Date (If Applicable)Monday, January 3, 2022

Fiscal YearFY 2021-2022Fund12 - DSS

Division, Program, Project, etc. LIHWAPDepartment100097 - LOW INCOME ENERGY ASST PROG

Purpose of Request
The Consolidated Appropriations Act, 2021 (CAA) enacted on December 27, 2020, and the American Rescue Plan Act of 2021 (ARPA) enacted on March 3, 2021, provided funds for the establishment of a new emergency water and wastewater assistance program. This is a temporary program where funds must be spent by September 30, 2023; there is not a permanent authorization for the Low Income Household Water Assistance Program (LIHWAP). LIHWAP provides emergency assistance to low-income households, particularly those with the lowest of incomes that pay a high proportion of their household income for drinking and wastewater services. The funds must be paid to owners or operators of public water systems or treatment works to reduce arrearage of and rates charged to eligible households.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12	389501	83993
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100097	464220	83993
2			
3			
4			
5			

	Account # (ORG-OBJECT)	Account Description	Amount
6			
7			
8			
9			
10			
11			
12			
13			

Total Revenues

83993

Total Expenditures

83993

Prepared By:

Savannah Hubach

Email

shubach@pendercountync.gov



**Pender County
Board of Commissioner Meeting Minutes
December 6, 2021**

TO: Board of County Commissioners
FROM: Tera Cline
DATE: January 3, 2022
SUBJECT: Approval of the Board of Commissioner Meeting Minutes December 6, 2021

SUMMARY:

Board of Commissioner Meeting Minutes December 6, 2021

ACTION REQUESTED:

Approval of the Board of Commissioner Meeting Minutes December 6, 2021



MINUTES
Board of County Commissioners Meeting
Monday, December 6, 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.

Page

1 CALL TO ORDER

Chairman Brown called the meeting to order at 4:00 PM

2 INVOCATION

Commissioner McCoy presented the invocation.

3 PLEDGE OF ALLEGIANCE

Commissioner David Williams led the Pledge of Allegiance.

4 ADOPTION OF AGENDA

Moved by David Piepmeyer, seconded by David Williams

Item 10.5 added to agenda: Approval of BOA for \$176,876.00. ROAP funds expected to be accepted by Pender Adult Services.

Item 6.1 Moved to 7:00 PM time.

	For	Against	Abstained	Absent
George Brown	x			

Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

5 REORGANIZATION

5.1 Assign County Attorney Trey Thurman as Moderator.

4:04 PM Chairman Brown assigned Trey Thurman, Attorney, as Moderator of the meeting. Trey opened the floor for nominations. Chairman George Brown nominated Commissioner David Piepmeyer for Chairman and David Williams for Vice Chairman. Commissioner Fred McCoy second the motion.

5.2 Nomination and Selection of Chairman and Vice-Chairman.

Trey Thurman, Attorney, opened the floor for nominations. Chairman George Brown nominated Commissioner David Piepmeyer for Chairman and David Williams for Vice Chairman. Commissioner Fred McCoy second the motion.

Moved by George Brown, seconded by Fred McCoy

Motion to approve

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

CARRIED.

6 PUBLIC HEARING

Motion to move to 7:00 PM due to public information sent out.

Moved by David Williams, seconded by Fred McCoy

Motion to approve

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

CARRIED.

7 PUBLIC INFORMATION

- 7.1 Recognition of Veterans Service Officer Roy Horne for his dedicated service to Pender County

Allen Vann, Assistant County Manager, and Chairman Piepmeyer acknowledged Roy Horne for his dedicated service to Pender County and its veterans.

- 7.2 Recognition of Ground Foreman Joe Camperlengo for his dedicated service to Pender County

Allen Vann and Vice Chairman David Williams acknowledged Joe Camperlengo for his dedicated service to Pender county and its citizens.

8 PUBLIC COMMENT

No public comment

9 CONSENT AGENDA

Consent agenda approved.

- 9.1 Approval of a Purchase Order for the Emergency Reporting Annual Subscription and Annual Maintenance fee in the amount of \$1,508.25.
- 9.2 Approval of Board of Commissioners meeting calendar for year 2022
- 9.3 Approval of Tax Releases and Refunds
- 9.4 Resolution Amending Article XXI – Travel Policy, Section 3. Transportation B. Meals
- 9.5 Approval to Write-Off Bad Debt for the Health Department for Calendar Year 2019: \$20,779.20
- 9.6 Approval of Purchase Order for Lawmen's Safety Supply to purchase Ballistic vests for Emergency Response Team in the amount of \$48,038.95.

- 9.7 Approval of a Purchase Order to Brenntag for Caustic (Sodium Hydroxide) for Water Treatment for the remainder of FY22: \$70,000
- 9.8 Approval of a Purchase Order to Amerochem for Ferric Sulfate for Water Treatment for the remainder of FY22: \$89,000
- 9.9 Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: \$150
- 9.10 Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of \$22,505.00.
- 9.11 Reclassification of a position at Department of Social Services
- 9.12 Consideration of a purchase order for the lease agreement with Burgaw Now, LLC
- 9.13 Approval of the Board of Commissioner Meeting Minutes November 15, 2021

Moved by Jacqueline A. Newton, seconded by George Brown

Motion to approve consent agenda.

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

CARRIED.

10 APPROVALS AND RESOLUTIONS

10.1 Approval of Purchase Order for Penderlea Community Park Playground

Zach White, Pender Parks and Rec, presented several quotes on new playground equipment for Penderlea community park. The quotes were presented to the Pender County Parks advisory board and they voted to recommend Cunningham Recreation as our provider of equipment.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to approve Purchase Order to Cunningham for playground at Penderlea Community Park.

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

CARRIED.

- 10.2 Recommendation to award the UCaaS contract and issue purchase order to TrueIP Solutions, Inc. for 5 year service agreement in the amount of \$78,100.99 for FY22.

Earl Moore, Pender County ITS Operations Manager, presented the TRUE IP contract and proposal on behalf of ITS. Attached is a copy of the presentation.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to approve awarding UCaaS contract and issue a purchase order to True IP Solutions, Inc. for a 5-year service agreement in the amount of \$78,100.99 for FY22. This is a budgeted item and will be taken from the following line items.

	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.

[UCaaS Presentation](#)

- 10.3 Approval of Engineering Contract with McKim & Creed, Capital Project Ordinance & Resolution, Budget Amendment, and Associated Purchase Order for the US 421 Sewer Pump Station, Force Main, & Water Line Project

Kenny Keel, Director of Utilities, presented the contract with McKim & Creed. Following the Board's authorization on September 20th, PCU issued a Request for Qualifications for engineering services for the US

421 Sewer Pump Station, Force Main, & Water Line Project. We received 7 Statements of Qualification from the following firms: CDM Smith, Highfill, McGill, McKim & Creed, Wooten, WithersRavenel, and Wood. Five PCU staff members reviewed the SOQs and scored them based on a variety of parameters. McKim & Creed scored highest in the evaluation, they provided an excellent submittal for the project, and they were intimately familiar with the specific needs and the area of the project. Following selection, McKim & Creed provided a contract for consideration. While not specifically noted in the RFQ, there is an urgent need to design (and construct) water services to the county-owned former BASF site adjacent to the water and wastewater plants and part of Pender Commerce Park. This work is related to the US 421 sewer project (extension of sewer in the area), and seems appropriate to also include in this engineering contract due to the urgency to connect this property to utilities services in anticipation of future development of the site. Therefore, PCU requested that McKim & Creed provide a contract that includes this work as well.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to approve the engineering Contract with McKim & Creed (including BASF services), Capital Project Ordinance & Resolution, Budget Amendment, and Associated Purchase Order for the US 421 Sewer Pump Station, Force Main, & Water Line Project.

	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.

10.4 Consideration of Courthouse Files Relocation Expenses

Allen Vann, Assistant County Manager, presented to the board. The Courthouse files have exceeded the capacity of the allocated storage areas. Therefore, additional files need to be relocated to the leased space on West Fremont Street. As a result of the relocation/redistribution of files, additional expenses will be incurred for moving as well as the additional furniture needs within the Courthouse. The various expenses associated with this transfer include:

1) moving services (The Contents Team)

2) file storage units and their installation (Brame)

These additional expenses will be covered within the Courthouse project code.

Note: Not all information related to costs was available at the time of this entry and will be provided to the Board for review ahead of the December 6 meeting date.

Moved by George Brown, seconded by Jacqueline A. Newton

Motion to approve 1) a purchase order to The Contents Team for moving and relocation of the files and dismantling of the existing shelving, and 2) a purchase order to Brame for file storage units, their delivery and installation.

	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.

10.5 Approval to accept ROAP funds which are expected.

Chad McEwen, County Manager, presented the BOA in the amount of \$176,876.00 for ROAP funds for Pender Adult Services transportation.

Moved by David Williams, seconded by George Brown

Motion to approve acceptance of ROAP funds.

	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.

11 DISCUSSION

12 APPOINTMENTS

12.1 Approval of an Appointment to the Surf City Planning Board

Moved by David Williams, seconded by George Brown

Motion approved to accept Surf City ETJ planning board resolution to appoint Katrina Turner to the Surf City Planning Board.

	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.

12.2 Approval of reappointments to the Pender Memorial Hospital Board of Trustees

Moved by David Williams, seconded by George Brown

Motion to approve the reappointment for Denise Houghton on the Pender Memorial Hospital Board of Trustees for a second term to expire 12/31/2024 and update the board on revised appointment term expirations.

	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.

12.3 Approval of appointments to the Pender Memorial Hospital Board of Trustees

Moved by Fred McCoy, seconded by David Williams

Motion to appoint Myra McDuffie to the Pender Memorial Board of Trustees. Commissioner Newton abstained from voting.

	For	Against	Abstained	Absent
David Piepmeyer	x			
David Williams	x			
George Brown	x			
Jacqueline A. Newton			x	
Fred McCoy	x			
	4	0	1	0

CARRIED.

- 12.4 Approval of reappointment to the Pender County Voluntary Agricultural District Board
- 12.5 Approval of reappointment to the Pender County Voluntary Agricultural District Board

Moved by George Brown, seconded by Jacqueline A. Newton

12.4 and 12.5 were processed under one motion for approval. Mr. Gene Jordan and Scott Wells reappointment to the Pender County Voluntary Agricultural District Board.

	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.

- 12.6 Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee
- 12.7 Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee
- 12.8 Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee
- 12.9 Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

Moved by George Brown, seconded by David Williams

12.6 through 12.9 were presented together for motion for approval. Thomas Dareneau, Carol Tutherow, Susan Knox, and Mary Fortunato were all reappointed to the Pender County Nursing/Adult Care Homes Advisory Committee.

	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.

13 MAPLE HILL WATER AND SEWER DISTRICT

14 ROCKY POINT WATER AND SEWER DISTRICT

14.1 Approval of Sale of RPTWSD Property to NCDOT for Hampstead Bypass Project

The BOCC opened as the Rocky Point Water and Sewer District board at 5:02 PM. Kenny Keel, Director of Utilities, presented the Deed for Highway Right of Way, NCDOT letter of commitment to remove all concrete from property, and the Vendor Registration Form to approve the sale of 0.481 acres to NCDOT.

Moved by David Williams, seconded by George Brown

Motion to approve sale of 0.481 acres of the property with PIN # 3293-98-7023-0000 to NCDOT for the Hampstead Bypass

	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.

15 SCOTTS HILL WATER AND SEWER DISTRICT

15.1 Acceptance of Easements for Hoover Road Well and Hampstead Tank
Well from Pender County Schools

The BOCC opened as the Scotts Hill Water and Sewer District board at 5:04 P.M. Kenny Keel, presented to the board the sites of two of the three wells to be constructed as part of the "Scott's Hill Water and Sewer District Elevated Water Tank and Associated Improvements" project will affect property owned by Pender County Schools. One well site is completely on PCS property on Hoover Road on the South Topsail Elementary School site. The site has sufficient room for the construction of the well and the associated protected buffer area required around the well. The other well is on RPTWSD property at the Hampstead Elevated Water Tank; however, the required 100 foot protection buffer is partially on PCS property. At no cost, the Board of Pender County Schools has approved the attached easements. At the time of this agenda item submittal I had not yet received the executed documents, but they should be in hand by the time of this meeting. Upon acceptance and signing by the Scott's Hill Water and Sewer District Board Chairman, the easement documents will be ready for recording with the Register of Deeds. These documents are necessary to provide the District's legal right to construct, maintain, and operate the proposed facilities. Full funding for the project has been approved by the NCDEQ-Division of Water Infrastructure, design work is complete, and we are currently seeking construction permits. The tentative schedule for the project anticipates completion of the tank and all 3 wells in early 2023. The other well and the tank will be on property owned by Pender EMS & Fire and that easement was previously accepted by the SHWSD Board.

Moved by Jacqueline A. Newton, seconded by George Brown

Motion to approve resolution accepting the general utility easements at Pender County Schools properties water supply wells.

	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.

16 MOORES CREEK WATER AND SEWER DISTRICT

17 CENTRAL PENDER WATER AND SEWER DISTRICT

18 PENDER COUNTY BOARD OF HEALTH

BOCC opened as the Board of Health at 5:10 PM.

18.1 Approval of the Job Description for Health and Human Services Director

Moved by David Williams, seconded by George Brown

Motion to approve

	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.

18.2 Carolyn Moser, Director of Health, Gave a brief Covid update. See attached.

17 - 20

[DEC 6 Covid Update](#)

19 SOCIAL SERVICES BOARD

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

Trey Thurman, County Attorney, Closed session items include

- Item 3 Attorney/client
- Item 4 Economic Development
- Item 5 Acquisition of real property
- Item 6 Personal

Chad McEwen, County Manager, updated the board on the following projects:

- Golden Leaf grant has been awarded for \$500,000 help with the cost of demolition of the BASF property
- RFP for the BASF property being completed by Wood Engineering and ready to start bids.
- Phase 2 of Finch study is in talks to begin.
- Mosely Architectural design team will meet with staff first week in December for a staff kick off meeting for the new law enforcement center and jail.

- Chad and Commissioner Newton will attend the resiliency alliance follow up meeting in Goldsboro on Wednesday December 8.

Doug Shipley, Assistant County Manager, gave a brief update on the following:

- Upgrade of Energov application
- Parks and Rec steering committee having 3 part session to discuss findings by McGill and associates parks and rec master plan development.
- Gave an update on the opening up of the shooting range.

Allen Vann, Assistant County Manager, briefed the board on the following:

- Gave acknowledgement to the finance department for great job on additional budget training.
- Acknowledged the departments that participated in Christmas on the Square. Also mentioned the Employee holiday party is Friday December 10th.

Commissioner Newton, noted how well the Christmas celebrations were going over the weekend. Mentioned going to Goldsboro to the resiliency meeting to discuss resiliency flooding issues with 40 other communities.

Commissioner McCoy, stated how nice the Christmas festivities at the courthouse have been great.

Commissioner Williams, thanked Commissioner Brown on many years as chairman.

Commissioner Brown, Wished everyone a Merry Christmas.

Chairman Piepmeyer, Wished everyone a Merry Christmas.

Moved by George Brown, seconded by David Williams

Motion to go into closed session for items 3, 4, 5, and 6

	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.

21 CLOSED SESSION (IF APPLICABLE).

BOCC entered closed session at 5:25 PM. 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; 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. 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.

22 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

22.1 Public Hearing and Resolution to Name and Address Resoe Creek Road

Mike Dickson, GIS analyst, presented the resolution to name and address Resoe Creek Road. An unnamed easement off Little Kelly Rd in Rocky Point has exceeded the number of addressable structures required to force the road to be named. A petition was circulated amongst the property owners affected by this, and six of the nine property owners signed the petition in agreement on the name.

23 ADJOURNMENT

Chairman Piepmeyer adjourned the meeting at 7:15 PM.

Pender County Health Department

...Building a healthier tomorrow...

Carolyn Moser, BSN, MPA
Health and Human Services Director

COVID-19 Update December 6, 2021

County	Cases	Death
Bladen	5,677	95
Brunswick	17,153	246
Columbus	10,369	230
Duplin	10,292	198
New Hanover	29,552	297
Onslow	30,708	273
Pender	9,288	104
Sampson	11,651	140

Residents Vaccinated

Ages 5+	51% Two Vaccines; 55% One Vaccine
Ages 12+	55% Two Vaccines; 59% One Vaccine
Ages 18+	58% Two Vaccines; 62% One Vaccine
Ages 65+	80% Two Vaccines; 83% One Vaccine

Other

- County positivity rate continues to rise-currently 10.8/State 7.7
- Tracking about 15 new cases per day. Most cases are in ages 25-49
- Optum lab service (approved and paid by the state) is helping with testing. They are testing 8:00am-4:30pm, Mon-Fri and 8:00am-4:00pm on Saturdays.
- We are vaccinating anyone 5 years of age and older, including booster shots. No appointment is needed. May walk-in at Burgaw or Hampstead
- Year-to-date the health department has given over 25,000 vaccines
- Per recent state data, Pender has had 562 break-through COVID cases

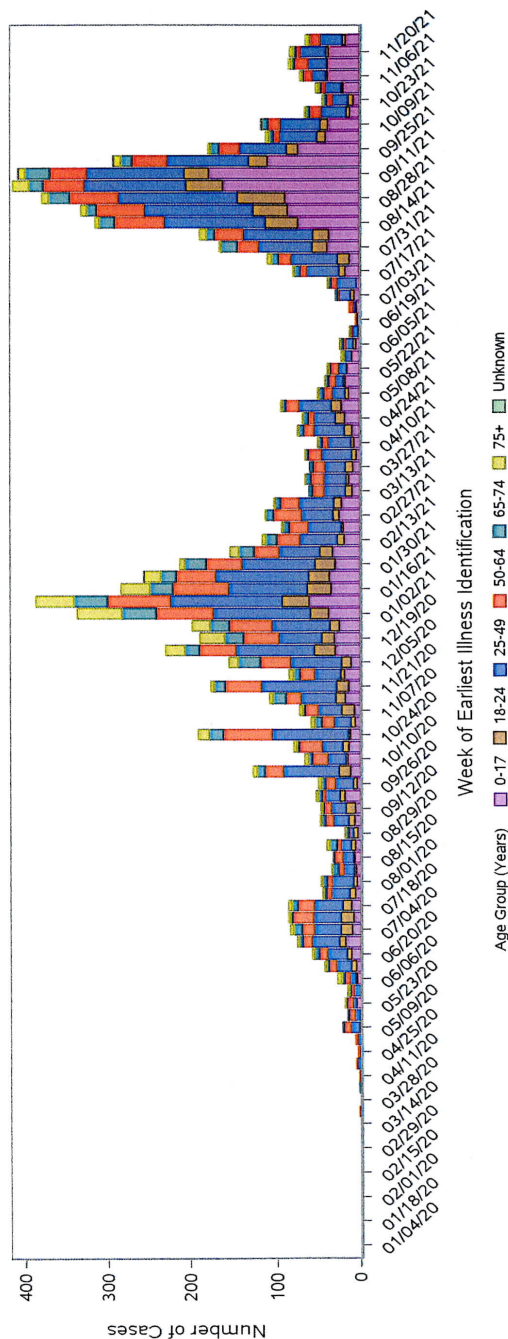
803 S. Walker St., Burgaw, NC 28425 (910) 259-1230 Fax (910) 259-1258

Dental Center (910) 259-1503 Environmental Health (910) 259-1233 WIC (910) 259-1290

DRAFT Report to Local Health Department -- Pender County - COVID-19 NC COVID Report

D. CASES BY DATE OF EARLIEST ILLNESS IDENTIFICATION AND AGE

This shows the number of new cases by age at diagnosis. This can show whether the number of cases are growing more among a specific age group.



NOTES:

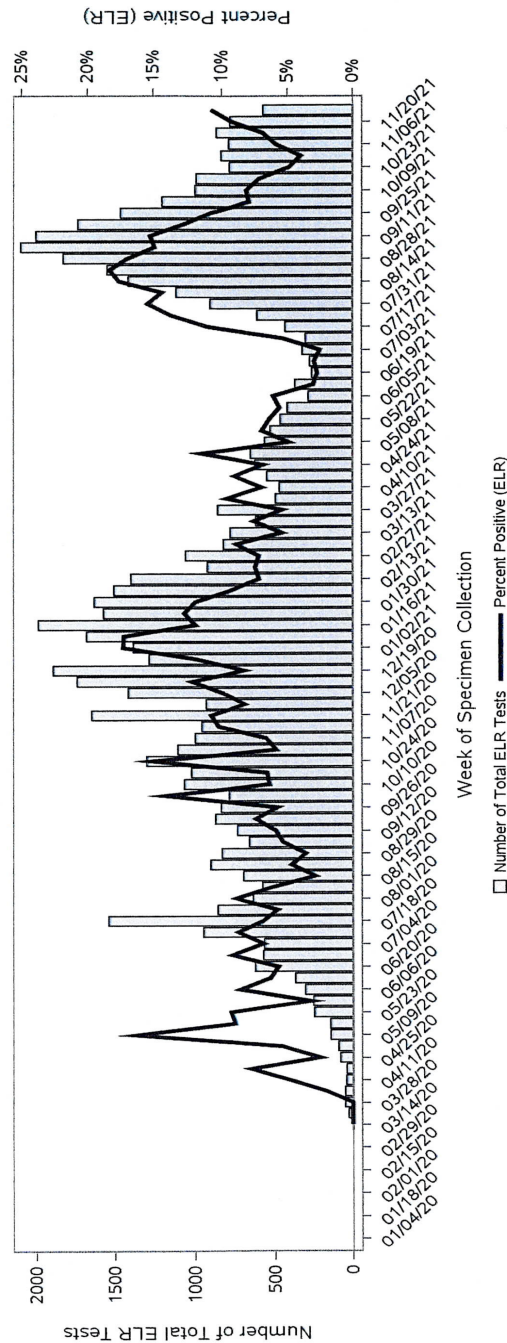
- 1) For people with symptoms, the date of earliest illness identification is the date of symptom onset. If someone was asymptomatic or the date of symptom onset was not reported, then the date of laboratory sample collection is used. If neither symptom onset date nor specimen collection date is available, date of report to public health is used.
- 2) Recently collected specimens may not yet be reported.
- 3) Large peaks may indicate testing 'events' that occurred within a facility.
- 4) Dates in the figure above represent the ending date of each week.

All data are preliminary and subject to change
NC COVID data as of 11/29/2021_1200. Report generated on 29NOV21.

DRAFT Report to Local Health Department -- Pender County - COVID-19 NC COVID Report

E. ELECTRONIC LAB REPORTING: PERCENT POSITIVE

This shows the percent of positive tests as a proportion of total ELR tests. We know that as testing increases, the number of cases can climb. This gives us an idea of the number of cases with respect to the amount of testing being done. These are only calculated using results from labs that report into NC COVID electronically, listed below. Thus, this may not be representative if a large amount of tests in Pender County are being done by labs not reporting electronically.



NOTES:

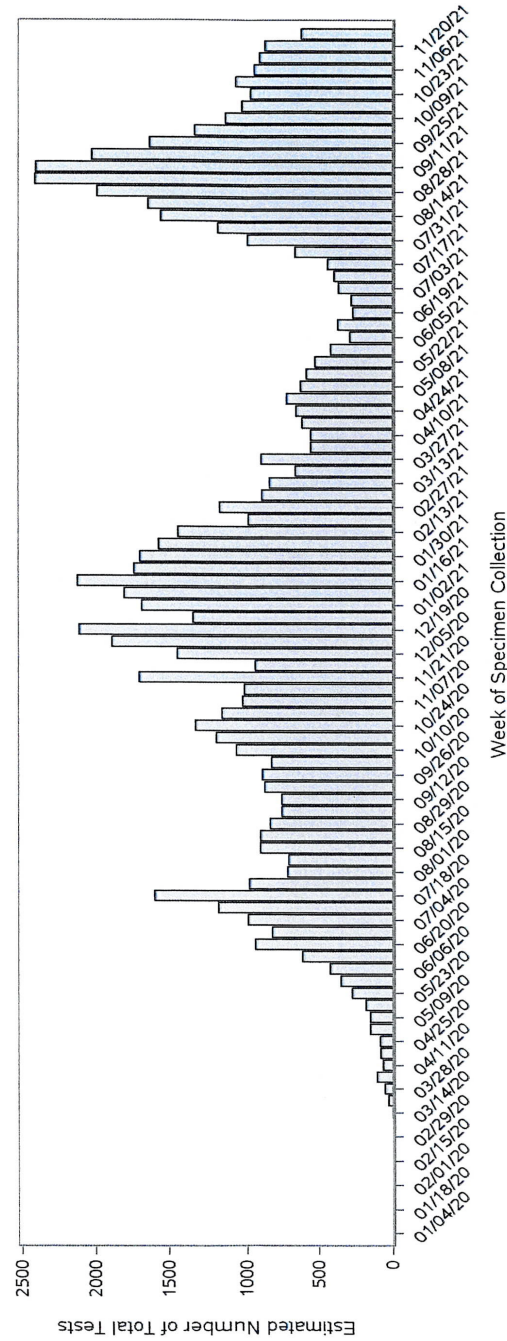
- 1) The total number of tests represents only positive, negative, and indeterminate COVID-19 test results coming from labs using electronic lab reporting (ELR) to report to NC DPH. New labs are continuously being onboarded for ELR.
- 2) The week represents the week of specimen collection.
- 3) Percent positive by county is not currently reported on the NCDHHS website.
- 4) Dates in the figure above represent the ending date of each week.
- 5) Recently collected specimens may not yet be reported.

All data are preliminary and subject to change
NC COVID data as of 11/29/2021_1200. Report generated on 29NOV21.

DRAFT Report to Local Health Department -- Pender County - COVID-19 NC COVID Report

F. ESTIMATED NUMBER OF TOTAL TESTS

This is the estimated number of total tests. NCDHHS only has tests by county for labs reported electronically (labs listed below). To estimate total tests, we include the total number of tests being reported electronically, and then apply the proportion of positive ELR tests to non-ELR positive test results to estimate the negative non-ELR tests. The total number of estimated tests is the sum of the reported ELR tests and the estimated non-ELR tests.



NOTES:

- 1) The number of total tests was calculated by applying the proportion of positive ELR tests to non-ELR positive test results to estimate the negative non-ELR tests. We then summed the estimated non-ELR tests with reported ELR tests to obtain an estimated total number of tests.
- 2) New labs are continuously being onboarded for ELR.
- 3) The week represents the week of specimen collection.
- 4) Dates in the figure above represent the ending date of each week.
- 5) Recently collected specimens may not yet be reported.

All data are preliminary and subject to change
NC COVID data as of 11/29/21_1200. Report generated on 29NOV21.



Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Kenneth Keel

DATE: January 3, 2022

SUBJECT: Approval of Expanding Purchase Order to T&H Construction for Water & Sewer Emergency Repairs: \$40,000.

SUMMARY:

T&H Construction began performing water and sewer repairs for PCU in 2019 after our previous contractor became unavailable. PCU sought quotes for our major emergency repair work and T&H Construction has the best availability and performance for this type of work. T&H has performed well and met the needs of PCU and are always available to us when needed. They completed big water line emergency repairs in FY21 in various location of the Hampstead area and other miscellaneous emergency repairs around the system. This contractor is well suited to repair major emergency breaks in PCU's system, and makes themselves available on short notice including at night and on the weekends. Also very importantly is that they can handle all pipeline sizes in PCU's system, up to our 24" main on US 421.

Funds have been budgeted for this expenditure from account 072-404500. This request would add to the existing PO# 356 approved in July. Authorization is needed for expanding the PO due to the number of repairs that have been completed thus far in FY22 which have exhausted our current PO. The amount approved in July was \$60,000.

ACTION REQUESTED:

Approve expanding purchase order #356 in the additional amount of \$40,000 to T&H Construction for emergency water & sewer repairs for FY22

ATTACHMENTS:

Quote from T&H Construction
Quote from Sadale Utilities
Quote from Utilitech Inc.

T & H Construction of NC, Inc.
94 Merchants Circle, Suite #201
Hampstead, N. C. 28443

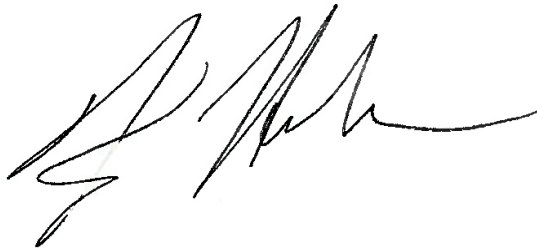
Phone: 910-617-7979
Fax: 910-270-1760

Email: thconstructionnc@yahoo.com

Quote for Pender County, North Carolina

Price Update for Calendar Year 2021-2022

- 1) **Long Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80PVC stub out, corporation, setter, box, tubing, & etc). \$ 4,000.00.
- 2) **Short Tap**-Providing all equipment minus meter. (this includes saddle corporation 24" schedule 80 PVC stub out, corporation, setter, box, tubing & etc). \$ 2000.00.
- 3) **On call Emergency**-Cost for line repairs. Crew+ \$ 3,900.00 per day, plus Equipment & Lowboy.
- 4) **Hydrant Repairs**-Cost per hour. \$ 300.00 (Understanding cost is extra for Parts & Hydrants.



T & H CONSTRUCTION OF NC

6/25/2020
Invoice #2020-6-19

To: Pender Co
Attn: James Proctor

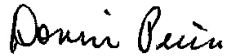
From: Sadale Utilities
717 Five Mile Rd
Richlands NC 28574
910-389-0774
Fax: 910-324-6998
Email:sadaleutilities@gmail.com

Re: taps

Taps	
short side	\$ 1,500.00
long side (bores)	\$ 2,500.00

Pender Co Water to furnish material for all taps
Note: some repairs will be determined on site

Thank You



Donnie Pierce
Sadale Utilities

Anthony Colon

From: Ben Aragona <baaragona@gmail.com>
Sent: Monday, June 28, 2021 10:54 AM
To: James R. Proctor; Anthony Colon
Subject: [External]FYI 21-22 pricing. Utilitech Inc.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

James and Anthony,

Hey, good morning, Here is the pricing for you.

Please let me know if this is what you are looking for.

Pricing For: **Utilitech Inc.**
144 Scientific Lane
Jacksonville, NC 28540

- Long Meter Taps, for 5/8"x3/4" Meter: \$2,050.00

-Short Meter Taps, for 5/8"x3/4" Meter: \$1,550.00

- Emergency Repairs (per hour) Parts, Material Additional: \$350.00

- Hydrant Repairs (per hour) Parts, Hydrants, additional: \$350.00

If you have any questions, please let me know.

Thank You,

Ben Aragona
Utilitech Inc.
910-358-2249



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Kenneth Keel
DATE: January 3, 2022
SUBJECT: Approval of Expanding Purchase Order to Sadale Utilities for Minor Water Repairs: \$40,000.

SUMMARY:

Sadale Utilities began performing water and sewer repairs for PCU in 2019 after our previous contractor became unavailable. PCU sought quotes for our minor repair work and Sadale Utilities has the best price, availability, and performance for this type of work. Sadale has performed well and met the needs of PCU. They recently completed repairs to hydrants around the water system, many of which had been out of service for over a year. This contractor is well suited to various minor repairs and small emergency breaks in PCU's system.

Funds have been budgeted for this expenditure from account 072-404500. This request would add to the existing PO# 112 approved in July. Authorization is needed for expanding the PO due to the volume of work that has been completed thus far in FY22 and continued needs in the system. The amount approved in July was \$30,000.

ACTION REQUESTED:

Approve expanding purchase order #112 in the additional amount of \$40,000 to Sadale Utilities for minor water & sewer repairs for FY22.

ATTACHMENTS:

Quote from Sadale Utilities
Quote from T&H Construction
Quote from Utilitech Inc

6/25/2020
Invoice #2020-6-19

To: Pender Co
Attn: James Proctor

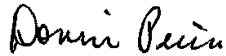
From: Sadale Utilities
717 Five Mile Rd
Richlands NC 28574
910-389-0774
Fax: 910-324-6998
Email:sadaleutilities@gmail.com

Re: taps

Taps	
short side	\$ 1,500.00
long side (bores)	\$ 2,500.00

Pender Co Water to furnish material for all taps
Note: some repairs will be determined on site

Thank You



Donnie Pierce
Sadale Utilities

T & H Construction of NC, Inc.
94 Merchants Circle, Suite #201
Hampstead, N. C. 28443

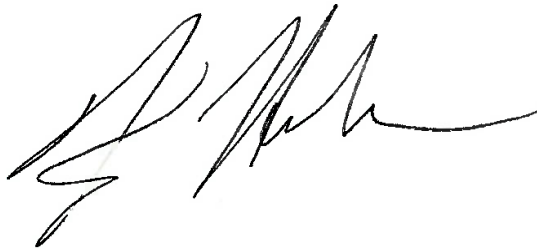
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- Emergency Repairs (per hour) Parts, Material Additional: \$350.00

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If you have any questions, please let me know.

Thank You,

Ben Aragona
Utilitech Inc.
910-358-2249



**Pender County
Approval of a Purchase Order to MCCi
for Laserfiche Document Management
System Annual Renewal in the amount
of \$42,142.50.**

TO:**FROM:** Erik Harvey**DATE:** January 3, 2022**SUBJECT:** Approval of Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of \$42,142.50.

SUMMARY:

Pender County contracts with MCCi during the budget year to provide licensing and support services for the Laserfiche Document Management System. These services are necessary to provide efficient service delivery to both County employees and clients served.

Department	Account	Cost
County Manager's Office	420-404500	\$402.50
Health	900050-404500	\$600.00
Health	900051-404500	\$627.00
Health	900052-404500	\$600.00
Health	900053-404500	\$600.00
Health	900055-404500	\$600.00
Health	900057-404500	\$600.00
Health	900058-404500	\$600.00
Health	900059-404500	\$600.00
Health	900061-404500	\$628.00
Health	900062-404500	\$600.00
Health	900065-404500	\$600.00
Health	900076-404500	\$600.00

Health	900077-404500	\$600.00
Health	900079-404500	\$600.00
ITS	445-404500	\$5,863.75
Parks & Rec	665-404500	\$603.75
Social Services	100-404500	\$24,402.50
Tourism	670-404500	\$201.25
Utilities	172-404500	\$1,610.00
Veterans Services	607-404500	\$603.75

ACTION REQUESTED:

Recommendation to issue a Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of \$42,142.50 for FY21-22. This expenditure has been budgeted in the FY 21-22 Budget Ordinance.

BUDGETARY NOTIFICATION

Client Name: Pender County
Quote Number: 22200
Order Type: Laserfiche Support Renewal

Quote Date: December 20, 2021
Support Period: 3/19/2022 - 3/18/2023

Product Description:	Qty.	Unit Cost	Annual Total
<u>LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC</u>			
☒ Laserfiche Rio Records Management Edition Named Full User (100-199 Users)	150	\$177.10	\$26,565.00
☒ Laserfiche Rio Forms Professional (100-199 Users)	150	\$16.10	\$2,415.00
☒ Laserfiche Rio Connector (100-199 Users)	150	\$8.05	\$1,207.50
☒ Laserfiche Rio Pilot Public Portal <i>Includes WebLink and 25 Retrieval Connections.</i>	1	\$5,000.00	\$5,000.00
☒ Laserfiche Rio Quick Fields	1	\$120.00	\$120.00
☒ Laserfiche Rio Quick Fields Core <i>Includes Quick Fields, Scripting Kit, and Validation packages for Bar Code, Real-Time Lookup, and Zone OCR.</i>	1	\$1,000.00	\$1,000.00
☒ Laserfiche Rio Import Agent	1	\$300.00	\$300.00
Laserfiche Annual Recurring Software Support Subtotal			\$36,607.50
<u>MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>			
☒ Process Administration Support Services for Laserfiche, Level 2 <i>Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.</i>	1	\$5,535.00	\$5,535.00
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal			\$5,535.00
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION			\$42,142.50
TOTAL SUPPORT COST			\$42,142.50

Note: The information presented in this document is based on the results of MCCi and Client's collaborative preliminary discovery thus far and merely serves as an estimate to be used for planning purposes. As planning and discovery continue, the project scope and costs may change to meet the Client's specific needs. MCCi will present a formal, detailed pricing proposal and project scope for approval before starting any project. This document is not an invoice or formal quote. Services will likely need to be included based on the required discovery session.



Pender County Request for Board Action

TO: Board of County Commissioners
FROM: Justian Pound
DATE: January 3, 2022
SUBJECT: Approval of Tax Releases and Refunds

SUMMARY:

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

ACTION REQUESTED:

Staff requests that the board approves the attached list of releases and refunds for December 2021.



Pender County

Request For Board Action

DATE OF MEETING: January 3, 2022

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

SHORT TITLE: Approval of Tax Releases and Refunds

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

RELEASES OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
------	------	---------	--------	--------

NONE

REFUNDS OVER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2021	BIVENS, JOSEPH LEE	234418326	189.87	SOLD
2020	DOERRER, RONALD JOHN	233567748	195.24	SOLD
2020	DUPLIN COUNTY TAX COLLECTOR	223285213	113.20	LISTING CRCT
2021	FENNELL, JOHN PORTER III	233421696	137.03	SOLD
2020	GREGORY, MARK CHARLES	233567694	213.89	OUT OF STATE
2021	HUNTER, ALYSSA ROSE	234593379	625.67	SOLD
2021	JORDANS CATERING INC	233664402	235.51	SOLD
2018	LEROY, SYDNIE RENE	233161782	234.59	MILTRY EXEMPT
2018	LEROY, SYDNIE RENE	233161785	194.03	MILTRY EXEMPT
2019	LEROY, SYDNIE RENE	233161788	204.01	MILTRY EXEMPT
2021	LITTLE, JAMES RANDALL	234418605	347.47	DESTROYED
2020	MORGAN, RANDY DWAYNE	232877499	314.96	SOLD
2020	MURPHY, JAMES LORENZER SR	232659945	258.10	SOLD
2020	PAPANU, JUSTIN VICTOR	233567766	120.12	DESTROYED
2021	PAUL, BARBARA ELSIE	232955967	215.52	SOLD
2020	SCHWAB, KRISTEN ELIZABETH	232956372	118.48	OUT OF STATE
2021	SKEEN, TODD MATTHEW	311552360	181.44	LISTING CRCT
2020	SMITH, KEVIN JEFFREY	233162220	1604.62	SOLD

TOTAL REFUNDS OVER \$100 \$5,503.75

RELEASES UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
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NONE

REFUNDS UNDER \$100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	ABELL, MARY KAYE	232877286	13.25	OUT OF STATE
2020	CHRIST, CAROLYN CRANDALL	233248071	7.22	SOLD
2020	CRUZ MARTINEZ, IRENE	233930547	22.76	DESTROYED
2021	DIXON, EVAN BRYCE	311552480	10.03	SITUS
2021	DOWLESS, KAREN RICHARDSON	311229152	70.82	SITUS
2020	GOLD, BONNIE JEAN	232955769	2.62	SOLD
2020	HOLLINGSWORTH, TERRY WAYNE	233046825	55.19	SOLD
2021	LENFESTEY, JOHN ROBERT	311422508	58.13	SITUS
2020	OQUINN, JAMES HUGH JR	232955670	28.75	SOLD
2021	OTTAWAY, RONNIE WILLIAM	310380268	21.95	ADJSD VALUE
2020	PAPANU, JUSTIN VICTOR	233566842	29.99	SOLD
2021	PINKLER, TODD DOUGLAS	232956264	55.23	MILTRY EXEMPT
2020	SARVIS, CHARLES EDWARD	233664000	33.30	DESTROYED
2020	STEINKAMP, MICHAEL JOHN	232877139	20.81	SOLD
2020	STREETER, ANTHONY LEVAN	312557568	56.21	SITUS
2021	WATKINS, TEX RITTER SR	310728788	39.44	SITUS
2021	WELLS, WENDY DUFF	234058395	47.75	SOLD

TOTAL REFUNDS UNDER \$100	\$573.45
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TOTAL OF ALL RELEASES	NONE
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TOTAL OF ALL REFUNDS	\$6,077.20
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**Pender County
Recommendation to award Sound
Decisions of Wilmington the contract
and issue a purchase order to Sound
Decisions for an agreement in the
amount of \$120,242.98 for FY22.**

TO: Board of County Commissioner

FROM: Tommy Batson

DATE: January 3, 2022

SUBJECT: Recommendation to award Sound Decisions of Wilmington the contract and issue a purchase order to Sound Decisions for an agreement in the amount of \$120,242.98 for FY22.

SUMMARY:

In Spring 2021, staff documented numerous bugs and errors within the EOC Audiovisual system. Staff began research to refresh the audiovisual system in the Emergency Operations Center.

- March 2021- The EOC A/V project was presented during the financial planning meeting for FY 2021-2022 with the County Manager's Office and the Board of County Commissioners.
- On April 27th a meeting with County ITS, County Finance, County Managers Office, and Emergency Management Staff began the process of writing a Request for Information (RFI) for the EOC A/V system.
- June 23rd- Tommy and Sarah traveled to Charlotte Fire EOC and Catawba County EOC facilities to see other EOC A/V systems.
- July 14th - The RFI was posted.
- August 24th - Emergency Management and Finance Staff reviewed the RFI responses.
- August 26th- Meeting with County Manager's Office, County Finance, ITS, and EM Staff to review responses and begin to write the Request for Proposal (RFP)
- September 15th -RFP issued by the County
- September 29th -EOC tour completed for vendors
- October 4th- Questions from vendors due
- October 21st -RFP bids due; received no bids
- October 22nd- Reached out to RFI vendors and tour participants to ask why no bids were received; uncertainty regarding service requirements & supply chain issues
- November 9th- 2nd RFP issued
- November 17th- 2nd EOC tour for vendors
- December 14th- RFP bids due; received three responses

REQUEST FOR INFORMATION

In the RFI, The EOC is designed to support emergency response, business continuity, and crisis communications activities. Staff meets at the EOC to manage preparations for an impending event or manage the response to an ongoing incident. By gathering the decision makers together and supplying them with the most current information, better decisions can be made. The county is interested in multiple technology options, ranging from a basic set up to more elaborate options that best utilize modern technology. The current equipment is over ten years old. The County is interested in exploring the use of smart boards, video walls, as well as TVs or projection screens to display cable TV, satellite TV and to mirror computer screens—all to be controlled with a single remote.

SCOPE OF WORK

Proposals should include a replacement of all audiovisual equipment—including the displays, switches, device boxes, the control hardware, all cables and any additional components necessary to the functionality of the vendor's proposal. Wireless mics are to be added. The first year of maintenance and support should be included in the installation price. Please provide the current price for future years of service.

OPERATING TIME

Once the project is complete, the system must be up and running 100% of the time. The vendor's response time for service is critical. The EOC, specifically the audiovisual solution, must be operational 24/7/365. Each vendor should specify their response time to service requests; Vendors may want to specify potential differences for work that can be performed remotely as well as in person service calls during standard hours, after hours, weekends, holidays and when activated during events. County staff can assist in person with remote support to avoid having in person service calls. County staff will offer basic assistance and may not have any specific technical knowledge. However, preventative maintenance must be performed in person by the vendor twice per year.

REQUIRED FEATURES

The County has identified that the following features must be in the solution. Any required feature not available in your solution must be identified and notated. Furthermore, if any required feature is an add-on or extra cost, this cost must be identified.

- Minimum of 8 electronic displays, no smaller than 75", in the EOC
- Minimum of 2 electronic displays in the board room
- Three cable TV inputs
- One satellite TV input
- Five position specific HDMI plug ins
- Five wireless microphones
- Four dedicated inputs for permanently mounted computers (computers provided by Pender County)
- All connecting hardware, cables and/or wiring is required to be new

- The ability to mirror a computer screen (including sound) on any TV display (on any number of displays at once) from at least 6 computers. (This is currently achieved through an HDMI input box at the 5 section head seats and 1 in the board room).
- Video conferencing in the conference room
- A method to easily control what is displayed on each TV, sound, power, etc. from one permanent/stationary location. (This is currently achieved by using a dedicated tablet with a dedicated app. Proposals should include two wireless controllers.)
- Service package should include preventative maintenance to be performed twice annually
- Technical support and troubleshooting services 24/7/365, including service calls that can be performed remotely and/or in person during standard hours, after hours, weekends, holidays and when activated during events (hurricanes, ice storms, 2am, etc.)—County staff can assist in person with remote support for service calls, but preventative maintenance must be in person
- Adequate connection to the single audio output for overhead speakers should be included
- Air media

ALL COSTS INCLUDE

- Equipment and Software costs
- Implementation and/or service cost
- Maintenance and Support for first year included and quotes for future years
- Add-On Features NOT included in the solution
- Add-On Licenses needed with annual support/maintenance
- Any additional/miscellaneous costs not listed above

EVALUATION OF PROPOSALS

Proposals will be evaluated by an evaluation team based on the NCGS 143.135.9 Best Overall Proposal standard of award, scoring to include the following criteria weighted as indicated.

- Availability for Technical Support and Response Time – 40%
- Price Quote – 20%
- Overall approach and projected timeline for managing project and meeting deadlines – 10%
- Vendor experience with similarly sized governments or other organizations – 10%
- Customer references, Vendor reputation – 10%
- Solution being proprietary or flexible – 10%

ACTION REQUESTED:

Recommendation to award Sound Decisions of Wilmington the contract and issue a purchase order to Sound Decisions for an agreement in the amount of \$120,242.98 for FY22.

This is a budgeted item and will be taken from the following line items.

Pender County Emergency Management Capital Outlay: 445 - 407400

REQUEST FOR PROPOSALS



Pender County Emergency Operations Center Audiovisual System Update

RFP # 211109-211

Date of Issue: November 9, 2021

Facility Tour: November 17, 2021 @ 10am

Questions Due: November 19, 2021 by 5pm

Answers Issued via Addendum: November 23, 2021

Sealed Proposals Due: December 14, 2021 at 2pm EST

Issued for:

**Pender County Emergency Management
805 Ridgewood Ave. #28
Burgaw, NC 28425
Phone: 910.259.1210**

Issued By:

**Trisha Newton, Purchasing Manager
Pender County Finance
805 S. Walker St. #1578
Burgaw, NC 28425
Phone: 910.259.1281**

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INTRODUCTION

Pender County's Emergency Operations Center (EOC) was completed in 2011 and included a then state-of-the-art Audio Visual System. Due to the system's age and amount of usage, as well as advances in technology, the system needs to be upgraded. The EOC is located at 805 Ridgewood Avenue in Burgaw, North Carolina and consists of one large rectangular room (measuring a 30' x 49') and an attached rectangular conference room (measuring 12' x 18'). See attached drawings in Appendices.

The EOC is designed to support emergency response, business continuity and crisis communication activities. Staff, community partners and trained responders meet at the EOC to manage preparations for an impending event or manage the response to an ongoing incident. When activated, the EOC is utilized as centralized command and control center where multiple agencies from the region can coordinate fire, law enforcement, emergency medical services and public information for those in need in our community. When not activated, the EOC serves as a training facility for emergency preparedness-related training.

The County is soliciting proposals on the replacement of all audiovisuals needed for use in the EOC. Proposals should include equipment (including cables), installation and the first year of support services. Additionally, all proposals must include warranty of products and workmanship. Vendors are required to quote equipment that is a current model and still supported by the manufacturer, not approaching end of life. Initial training on usage of your solution for a group of approximately 10 key staff should also be included.

It is important to note that the County is not interested in significantly modifying the layout of the EOC or conference room as per the attached drawings (Appendices A through C).

TIMELINE

November 9, 2021	Request for Proposals advertised
November 17, 2021, 10am	Facility Tour (optional) – register with purchasing@pendercountync.gov
November 19, 2021 by 5pm EST	Deadline for any questions on the RFP – email to staylor@penderCountync.gov
November 23, 2021	Answers issued via Addendum
December 14, 2021 by 2pm EST	Sealed Proposals Due – must be labeled RFP # 211109-211 and submitted via mail, courier or in person to: Pender County EOC Attention: Sarah Taylor 805 Ridgewood Ave., #28 Burgaw, NC 28425
January 3, 2022	Recommendation for Award Presented to Board of Commissioners
January 4, 2022	Anticipated Notification of Award
January 5, 2022	Project Kickoff meeting with Vendor
February 1, 2022	30 Day installation period can begin February 1 st or later (two week scheduling notice requested)
June 1, 2022	Project to be 100% complete

TOUR

Pender County will offer a tour to interested vendors so that they may see the space in person and prepare proposals specific for the existing space. The tour will be at the Pender County EOC on November 17th at 10am. Vendors should park in the gravel parking lot adjacent to the main parking lot. Vendors should wear a mask and meet County staff in the lobby of the building of 805 Ridgewood Ave, Burgaw, NC 28425. This event is not mandatory, but highly recommended. Vendors that plan to attend are encouraged to notify purchasing by email purchasing@penderCountync.gov or phone 910-259-1281 by November 15, 2021 at 5pm.

QUESTIONS

Questions on this RFP will be accepted until November 19th at 5pm. All questions must be submitted via email to staylor@penderCountync.gov. An addendum containing any general clarification, as well as answers to questions will be issued as an addendum to this RFP on November 23, 2021. Visit the Pender County Website at <https://www.penderCountync.gov/public-notices/open-rfps-and-bids/> for updates.

SCOPE OF WORK

Proposals should include a replacement of all audiovisual equipment—including the displays, switches, device boxes, the control hardware, all cables and any additional components necessary to the functionality of the vendor’s proposal. Wireless mics are to be added. The first year of maintenance and support should be included in the installation price. Please provide the current price for future years of service.

The current layout works efficiently. (See Appendices A through C.) We are open to additional equipment but prefer not altering the layout of the placement of major equipment as there are additional supports currently constructed in the wall. Any equipment installed must be properly installed and supported in studs or with the appropriate braces for the weight of the equipment.

The County requires a single project manager be assigned as the primary point of contact. The County will agree on a timeline with the project manager of the awarded vendor. At the appropriate time, the County will remove all existing equipment. The vendor will be responsible for installation and running cables/wires as necessary. This impact on other operations in the building must be minimal. Indoor square footage used will be limited to the EOC and the conference room. Convenient outdoor space can be provided for the vendor to use during installation. The EOC cannot be down for more than a maximum of 30 continuous days for this project, anytime between February 1 and June 1, 2022. The vendor must schedule product delivery and plan installation operations accordingly.

Once the project is complete, the system must be up and running 100% of the time. The vendor's response time for service is critical. The EOC, specifically the audiovisual solution, must be operational 24/7/365. Each vendor should specify their response time to service requests; Vendors may want to specify potential differences for work that can be performed remotely as well as in person service calls during standard hours, after hours, weekends, holidays and when activated during events. County staff can assist in person with remote support to avoid having in person service calls. County staff will offer basic assistance and may not have any specific technical knowledge. However, preventative maintenance must be performed in person by the vendor twice per year.

All proposals should specify if any components of the solution are proprietary. The County is open to proprietary solutions; however, more flexible solutions will be scored higher.

There is an existing rack that may be re-used if suitable for your solution. Photos and measurements attached as Appendix D.

Proposals should include a proposed timeline specifying proposed work benchmarks if your organization was awarded the contract—including but not limited to the following: execute contract, order equipment, begin installation (accounting for a maximum 30 continuous days' window of work at the EOC), anticipated completion date, training date, etc. Be sure to coordinate with critical dates provided in the Timeline section on page three (3) of this RFP. All work must be completed in order for the EOC return to normal operations no later than June 1, 2021.

Proposed solutions should not exceed the County's budget of \$125,000.

REQUIRED FEATURES

The County has identified that the following features must be in the solution. Any required feature not available in your solution must be identified and notated. Furthermore, if any required feature is an add-on or extra cost, this cost must be identified.

- Minimum of 8 electronic displays, no smaller than 75", in the EOC
- Minimum of 2 electronic displays in the board room
- Three cable TV inputs
- One satellite TV input
- Five position specific HDMI plug ins
- Five wireless microphones
- Four dedicated inputs for permanently mounted computers (computers provided by Pender County)
- All connecting hardware, cables and/or wiring is required to be new
- The ability to mirror a computer screen (including sound) on any TV display (on any number of displays at once) from at least 6 computers. (This is currently achieved through an HDMI input box at the 5 section head seats and 1 in the board room).
- Video conferencing in the conference room
- A method to easily control what is displayed on each TV, sound, power, etc. from one permanent/stationary location. (This is currently achieved by using a dedicated tablet with a dedicated app. Proposals should include two wireless controllers.)
- Service package should include preventative maintenance to be performed twice annually
- Technical support and troubleshooting services 24/7/365, including service calls that can be performed remotely and/or in person during standard hours, after hours, weekends, holidays and when activated during events (hurricanes, ice storms, 2am, etc.)—County staff can assist in person with remote support for service calls, but preventative maintenance must be in person
- Adequate connection to the single audio output for overhead speakers should be included
- Air media

It is critical to note that the required number of inputs, outputs and specified minimum required features in this section is not negotiable.

PROPOSAL SUBMISSION

The County expects detailed pricing and specifications to all identified items in both the "Minimum Required Features" and the "Preferred Features" of this RFP. Responses should clearly define how the vendor's proposed solution(s) would meet the County's needs. Any issues or exceptions to the County's requirements should also be identified and explained.

The response should define all services that would be required by the proposed solution. The response should also include:

- The vendor's understanding of the project and services by addressing the County's needs
- Software and/or Licenses required for the solution and/or Add-On Features
- Lead time to order equipment and projected timeline to install and implement

- All costs to include:
 - Equipment and Software costs
 - Implementation and/or service cost
 - Maintenance and Support for first year included and quotes for future years
 - Add-On Features NOT included in the solution
 - Add-On Licenses needed with annual support/maintenance
 - Any additional/miscellaneous costs not listed above
- Multiple solutions/options may be provided
- Initial Training of key staff on your solution

Sealed proposals should be clearly marked “**RFP #211109-211 for Pender County EOC Audiovisual System Update**”. Four (4) originals, and one (1) electronic file on CD or USB drive of the proposal shall be submitted by hand, U.S. Postal Service, courier or other delivery service no later than **December 14, 2021 by 2pm EST** to:

Pender County EOC
Attn: Sarah Taylor
805 Ridgewood Ave. #28
Burgaw, NC 28425

When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of the County. **Proposals sent by fax or email will not be accepted.**

As allowed under NCGS 143.129.8, proposals will not be made available to inspect or copy until the contract has been awarded.

In submitting a proposal, it is understood by the vendor that Pender County reserves the right to reject any and all proposals and to waive any irregularities or informalities in proposals when to do so is in the best interest of Pender County.

Any proposal may be withdrawn or modified by written request of the vendor, provided such request is received by the County at the designated address **prior** to the date and time set for receipt of proposals.

If a proposal includes any propriety data or information, such data or information must be specifically identified as such **on every page** on which it is found. Data or information so identified will remain confidential to the extent allowed by North Carolina law pursuant to GS 132-1.2 and will be used by Pender County personnel solely for the purposes of evaluating proposals and conducting contract negotiations.

All proposing firms or individuals shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the proposal. However, Pender County reserves the right to change the conditions, requirements and specifications as it deems necessary.

No proposals will be accepted from any person or organization that is in arrears for any obligation to Pender County, or that otherwise may be deemed irresponsible or unresponsive by County staff or the

Pender County Board of Commissioners.

All prices quoted must be firm for a period of 120 (one hundred twenty) days following the proposal deadline unless otherwise specified on the proposal.

All proposals should include all necessary brochures of proposed equipment.

No agreements with any selected vendor shall be binding until a contract is signed and executed by the County manager and authorized representatives of the vendor.

By submitting a proposal, it is understood that Pender County reserves the right to reject any/all proposals/bids and to waive any irregularities or informalities in proposals when to do so is in the best interest of Pender County. All responses become the property of Pender County Government. Pender County reserves the right to cancel the Request for Proposals in part or in its entirety.

Please note it is the responsibility of the proposer to ensure that all addenda have been received prior to submitting a proposal. Visit www.PenderCountyNC.gov for up to date information. Click on "I Want To...", scroll down to "Open RFP's and Bids".

Pender County recognizes the considerable effort that will be required in preparing a response to this Request for Proposals. Your time is sincerely appreciated.

QUOTE

All prices quoted must be firm for a period of 120 days following the proposal deadline unless otherwise specified in the proposal.

Feature	Quantity	Cost each	Extended
		(Or note not available or if included at no additional charge)	
TOTAL			

REFERENCES

Proposers should provide three (3) customer references representing projects that are similar to the Pender County project. Ideally these would be other government agencies or if not, other customers of similar size with projects similar in scope.

Also, please provide an example of how you assisted a customer in a difficult situation created by the Covid-19 pandemic and/or another disaster/event.

EVALUATION OF PROPOSALS

Proposals will be evaluated by an evaluation team based on the NCGS 143.135.9 Best Overall Proposal standard of award, scoring to include the following criteria weighted as indicated.

- Availability for Technical Support and Response Time – 40%
- Price Quote – 20%
- Overall approach and projected timeline for managing project and meeting deadlines – 10%
- Vendor experience with similarly sized governments or other organizations – 10%
- Customer references, Vendor reputation – 10%
- Solution being proprietary or flexible – 10%

TERMS AND CONDITIONS

In submitting a proposal and/or entering a Contract with Pender County North Carolina (the “County”), your company (the “Vendor”), acknowledges and agrees to abide by the Terms and Conditions set forth below, which shall supersede any conflicting terms and conditions.

ENTIRE RFP – This RFP, Appendices A-F and any Addenda will constitute the entire RFP.

NON-DISCLOSURE AGREEMENT – Pender County reserves the right to require any respondent to enter into a non-disclosure agreement.

COSTS – The RFP does not obligate Pender County to pay for any costs, of any kind whatsoever, which may be incurred by a respondent or any third parties, in connection with the response. All responses and supporting documentation shall become the property of Pender County, subject to claims of confidentiality in respect of the response and supporting documentation.

INTELLECTUAL PROPERTY – The respondent should not use any intellectual property of Pender County including, but not limited to, all logos, registered trademarks, or trade names of Pender County, at any time without the prior written approval of Pender County, as appropriate.

TRADE SECRET CONFIDENTIALITY – Proposals submitted shall be subject to public inspection. According to General Statutes 132-1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates that which is trade secret and requests that it be kept confidential. Marking the entire proposal confidential may be grounds for rejection of the proposal.

RESPONDENT’S RESPONSES – All accepted responses shall become the property of Pender County and will not be returned. As allowed under NCGS 143.129.8, proposals will not be made available to inspect or copy until the contract has been awarded. The cost of preparing a response to the RFP will not be reimbursed by the County.

GOVERNING LAW – This RFP and the Respondent’s Response shall be governed by the local jurisdiction of Pender County, North Carolina and the federal laws of the United States of America. The Vendor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Vendor shall at all times observe and comply with all such laws, ordinances, and regulations. The venue for any legal actions arising will be brought in the local

jurisdiction of Pender County, NC. Any legal actions arising from this purchase order shall be brought in Pender County, North Carolina.

CERTIFICATE OF AUTHORITY – Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

LICENSES/CERTIFICATIONS – The successful vendor will be required to secure, at its expense, the proper occupational license and/or any other license required of the applicable work being performed. Proof of license and/or certification may be required prior to award. Responding to this RFP grants Pender County permission to verify any/all licensures. Proof of licensure on forms acceptable to Pender County may be required.

INSURANCE – Vendors responding to this solicitation shall show appropriate insurance coverage levels for providing the types of services described above. Upon selection, the selected firm shall provide specific insurance certificates naming Pender County as an additional insured for the required insurance categories of coverage. This shall include General Liability Insurance of not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. Additionally, Automobile Liability Insurance and Cyber Liability Insurance (for Vendors with access to the Pender County Network) may be required. Vendor shall produce an Insurance Certificate evidencing such coverage at the request of the County.

The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

NON-DISCRIMINATION – The Vendor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Vendor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

MINORITY PARTICIPATION – Minority/women business enterprises are encouraged to respond and shall have maximum opportunity to compete for and participate in its procurement and contracting activities.

The County and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of its contracts.

FEDERAL UNIFORM GUIDANCE – If the source of funds for this contract are federal funds, the following federal provisions would apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to Bidder’s compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

ASSIGNMENT OF CONTRACTOR AWARD – A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

INDEPENDENT CONTRACTOR – The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

NON-EXCLUSIVE CONTRACT – Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Contractor. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

RIGHT TO WAIVE MINOR DEFECTS – Pender County reserves the right to waive informalities or minor deviations or defects in bids/proposals. Determinations will be at the sole discretion of Pender County and in the best interest of the County.

RIGHT TO REJECT – Pender County reserves the right to reject any or all proposals/bids and to make purchases and/or contract services in the best interest of the County.

WITHDRAWAL OF PROPOSAL – Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening bids identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor’s letterhead and signed by an official of the Vendor authorized to make such request.

COUNTY RIGHT TO CANCEL OR RESCIND – The County reserves the right to cancel or otherwise rescind a Request for Proposals or a Purchase Order based on the County’s best interest.

NO LIABILITY – Pender County shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims or damages of any kind: arising out of, by reason of, or attributable to, the respondent responding to this RFP; or as a result of the use of any information, error, or omission contained in the RFP document, or provided during the RFP process.

DEBARRED – By responding to this proposal, the Vendor certifies that the Vendor is not debarred by the State of North Carolina or by the United States Federal Government.

LIQUIDATED DAMAGES -- The COUNTY and the Vendor acknowledge and agree that the County may incur costs if the Vendor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Consultant agrees to pay liquidated damages at the rate of \$1,000 per day. The parties agree that the liquidated damages set forth herein this Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Vendor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

RIGHT TO COVER – If the Vendor fails to meet any completion date or resolution time set forth in this Agreement (including the Appendices), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Vendor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Vendor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Vendor, collect the difference from the Vendor.

RIGHT TO WITHHOLD PAYMENT -- If the Vendor materially breaches any provision of this Agreement, the COUNTY shall have a right to withhold all payments due to the Vendor with respect to the services that are the subject of such breach until such breach has been fully cured.

PURCHASE ORDER REQUIRED – The County will not be responsible for any equipment, supplies, and/or services delivered without a Purchase Order and assumes no obligation for products or services shipped or delivered in excess of the quantity ordered. Any unauthorized products or services are subject to the County's rejection and shall be returned at the Vendor's expense.

VENDOR FAILURE TO DELIVER – In the event of Vendor's failure to deliver as and when specified, or to perform as and when specified, the County reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that the County may return part of any shipment so made and may charge Vendor with any loss expense sustained as a result of such failure to deliver or perform.

CHANGES – If Vendor refuses to accept a purchase order exactly as written, Vendor will return it at once with explanation. Any changes to a Purchase Order will be considered a 'Change Order' and requires the

written acceptance of both parties to become effective. This will include product or service substitutions, cost changes, and delivery schedule changes.

INVOICES – Vendor will deliver invoices to the County at the address on the face of the Purchase Order. Vendor will send separate invoices for each purchase order number and invoices must be itemized in accordance with the items listed on the Purchase Order.

PRICE – The itemized price listed for products and services on the Vendor invoice must match that specified on the Purchase Order. No boxing, packing, cartage, or shipping charges will be allowed by the County unless specifically authorized on the face of the Purchase Order. Any cash discount period to County will date from County's receipt of the invoice or from the date of the receipt of goods, whichever is later.

TAXES – Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder and shall indemnify and save harmless the County from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor is required to list all applicable taxes as separate lines on the face of the invoice.

DELIVERY/TITLE – Unless otherwise agreed, delivery shall be f.o.b. point of destination and title shall pass to County upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by County shall be the responsibility of Vendor.

RIGHT OF INSPECTION AND REJECTION – Equipment, supplies, and services supplied by Vendor shall be received subject to the County's inspection and approval either during manufacturing or delivery (with prior arrangement), or within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Vendor's expense. No material or equipment returned to Vendor as defective shall be replaced except upon the County's formal authorization.

ASSIGNMENT – Neither Purchase Orders nor any interest therein nor shall any claim arising hereunder be transferred or assigned by Vendor without the prior written consent of the County. Vendor may transfer or assign the benefits of this agreement, in whole or in part, including without limitation the County's warranty, without the approval of County.

WARRANTY/PERFORMANCE – Vendor warrants that the products and services furnished pursuant to Purchase Orders shall: (a) comply with all federal, state and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material or fabrication.

INDEMNIFICATION - INFRINGEMENT – Vendor will defend, indemnify, and save the County harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.

INDEMNIFICATION – DAMAGES – If any product provided hereunder is defective in any respect whatsoever, Vendor will defend, indemnify, and save County harmless from all loss, damages, costs, fees, and expenses incurred by reason of such defect, including without limitation all liability arising

from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.

INDEMNIFICATION – CONSEQUENCES OF ACTIONS - If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the County from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that may result in whole or in part from the performance thereof.

USE OF COUNTY NAME OR LOGO – Vendor agrees not to release any advertising or other materials using the County’s trademark, quoting the opinion of any County employee or implying in any way that the County indorses Vendor or its products or services.

FEDERAL OR STATE STATUTE – Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation has or does occur, Vendor will indemnify and save the County harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation.

E-VERIFY REQUIREMENTS – As a condition to contract with the County and to receive payment for goods or services, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the “EVerify Requirements”); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

STRICT COMPLIANCE – The County may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing.

MATERIAL SAFETY DATA SHEETS – Current Material Safety Data Sheets, when applicable to the order, shall be provided by Vendor in accordance with all regulations.

Non-Collusion Affidavit

State of North Carolina

County of Pender

_____, being first duly sworn, deposes and says that: _____

- I. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response.
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Pender County or any person interested in the proposed contract.

Signature: _____

Title: _____

Date: _____

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20____ (NOTARY SEAL)

Notary Public

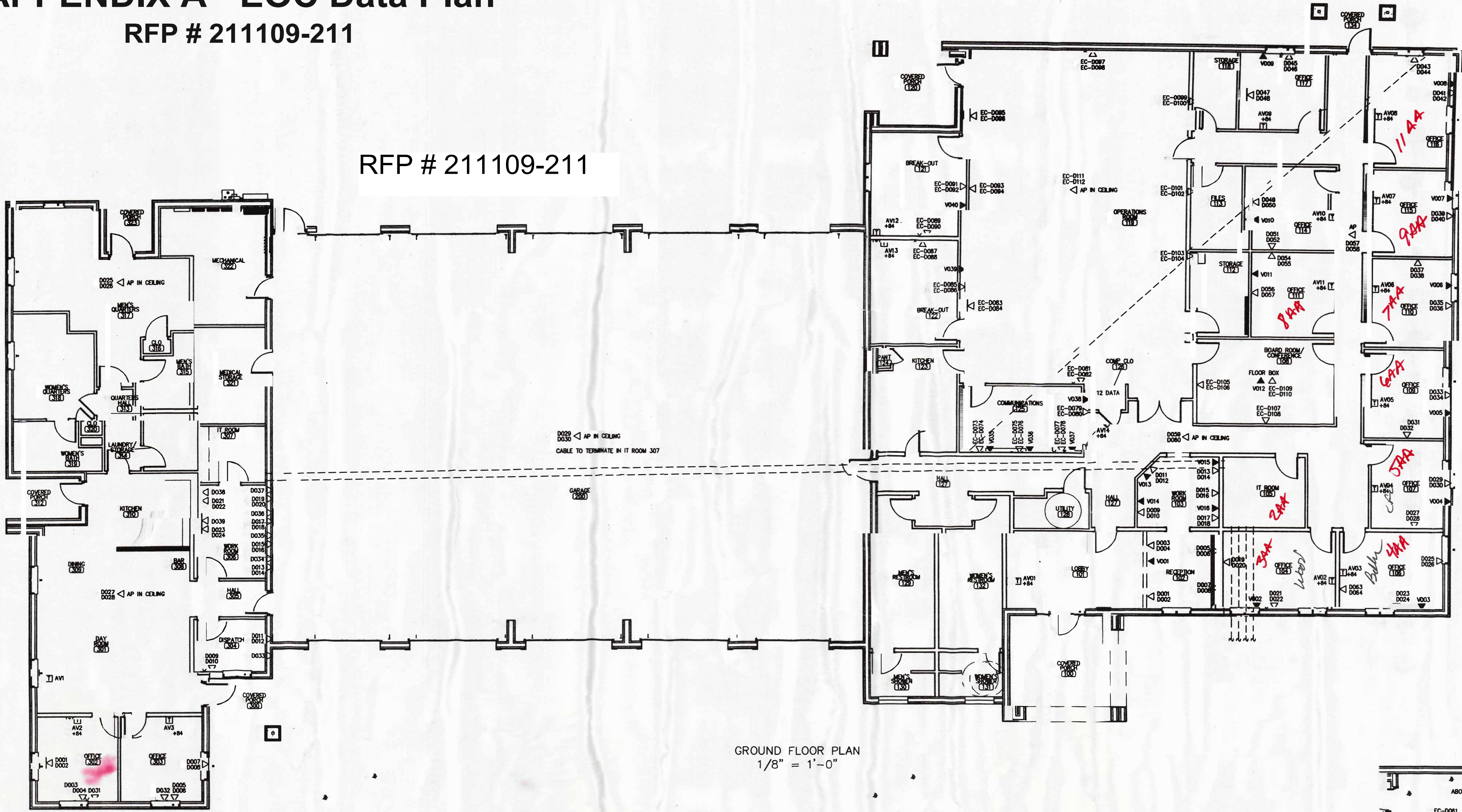
_____ My

Commission Expires:

APPENDIX A - EOC Data Plan

RFP # 211109-211

RFP # 211109-211



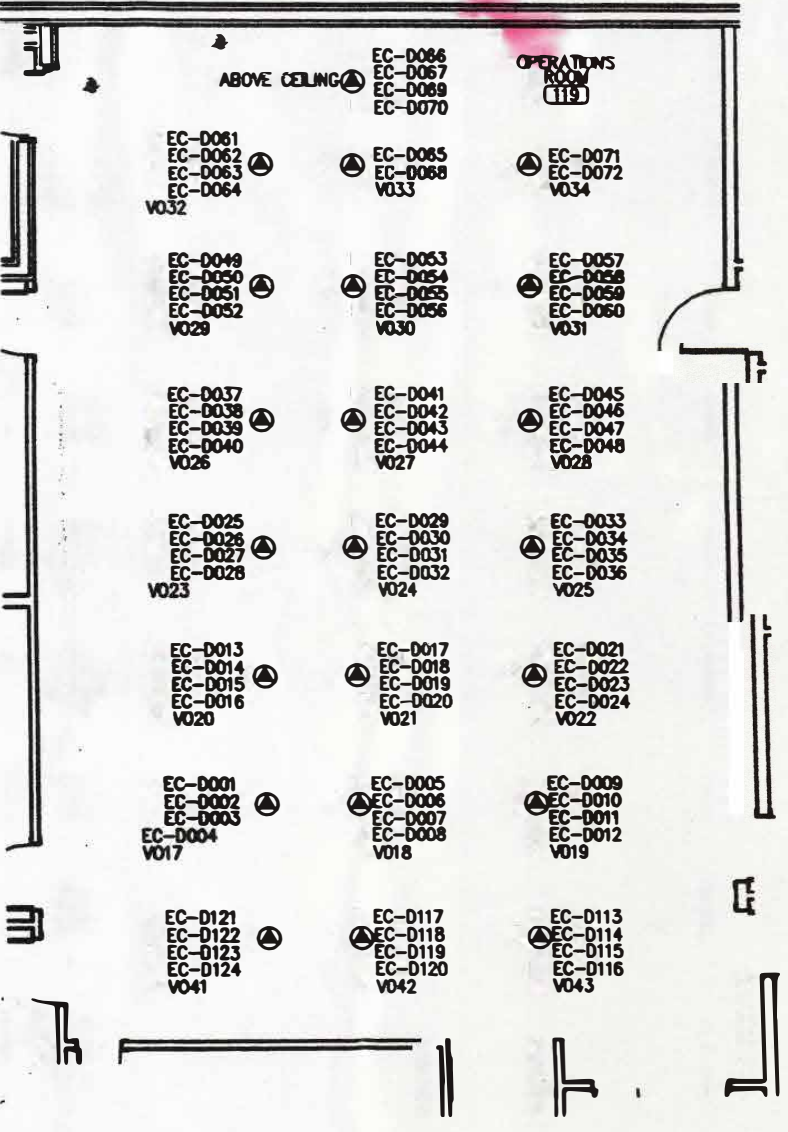
GROUND FLOOR PLAN
1/8" = 1'-0"

- LEGEND
- △ DATA
 - ▲ VOICE
 - ⊙ VOICE/DATA

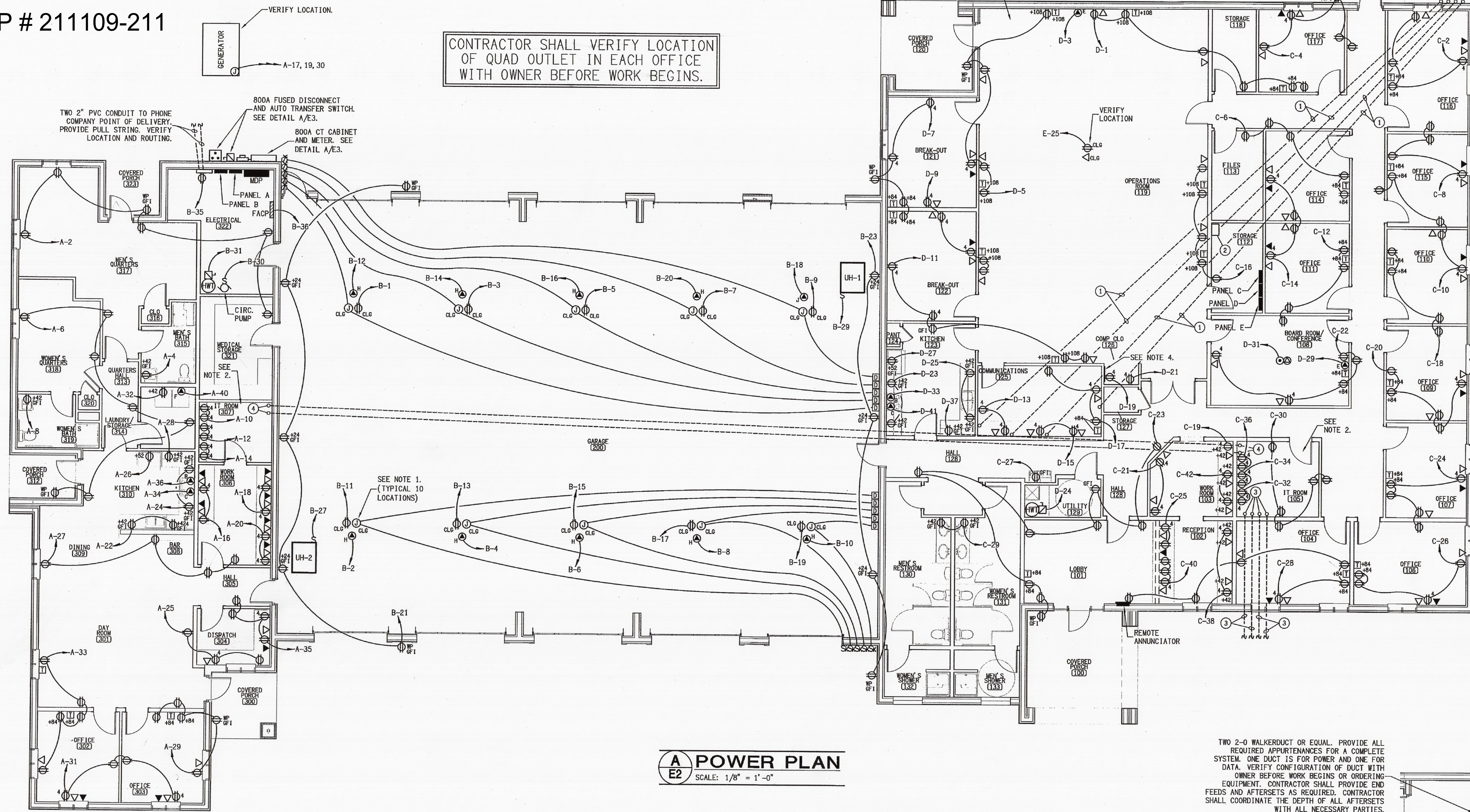
NOTES

1. 15 DATA FROM AV CLOSET IN EOC AREA TO MDF LABEL CABLES. AY001-AY015. MAKE ALL THE SAME COLOR (ANY COLOR WILL WORK)

	CABLE	CONNECTORS
AV DATA	GREY	GREY
EOC DATA	BLUE	BLUE
OP'S DATA	YELLOW	YELLOW
EOC VOICE	WHITE	WHITE OR PLATE COLOR
OP'S VOICE	WHITE	WHITE OR PLATE COLOR
LIVING QUARTERS DATA	YELLOW	YELLOW
LIVING QUARTERS VOICE	WHITE	WHITE OR PLATE COLOR



APPENDIX B EOC Power Plan RFP # 211109-211

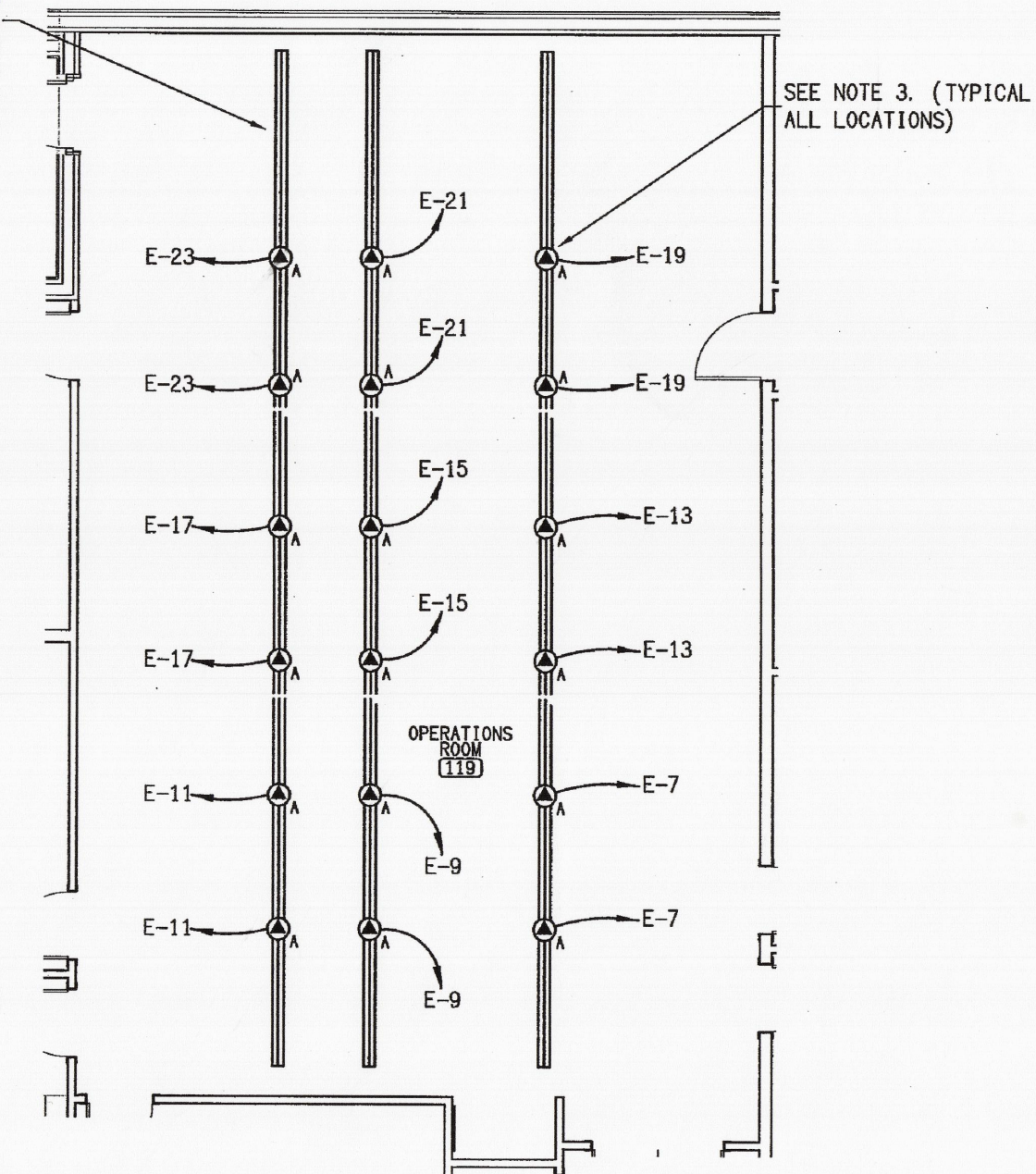


A POWER PLAN
E2
SCALE: 1/8" = 1'-0"

EQUIPMENT CONNECTION SCHEDULE - PENDER COUNTY EMS											
SYMBOL	DESCRIPTION	HP	KW	AMP	VOLT	PHASE	BKR	FEEDER		CONNECTION	REMARKS
								COND	WIRE		
	RANGE	-	-	-	208	1	40/2	3/8"	1#10G	-	PROVIDE NEUTRAL.
	HOOD/MICROWAVE	-	-	15	120	1	20/1	1/2"	2#12, 1#12G	RECPT	-
	SCREEN CONNECTION	-	-	3	120	1	20/1	1/2"	2#12, 1#12G	DIRECT	CONNECT ALL SCREEN CONTROLS. FOLLOW MFR INSTRUCTIONS.
	DRYER	-	5.0	24	208	1	30/2	1/2"	3#10, 1#10G	RECPT	PROVIDE NEUTRAL.
	TRUCK RECPT	-	-	20	120	1	30/1	1/2"	2#10, 1#10G	30A RECPT	SEE EQUIPMENT CONNECTION NOTE 2.
	TRUCK RECPT	-	-	30	120	1	40/1	1/2"	2#8, 1#10G	20A RECPT	SEE EQUIPMENT CONNECTION NOTE 2.
RTU-1, 2, 3, 4a, 6 & 7	3 TON ROOF TOP UNIT	-	-	44	208	3	60/3	1"	3#6, 1#10G	FUSED DISC NEMA 3R	-
RTU-4a	4 TON ROOF TOP UNIT	-	-	47	208	3	60/3	1"	3#6, 1#10G	FUSED DISC NEMA 3R	-
RTU-5	2 TON ROOF TOP UNIT	-	-	34	208	1	45/2	3/8"	2#6, 1#10G	FUSED DISC NEMA 3R	-
DAC-1/DAHU-1 & DAC-2/DAHU-2	DUCTLESS SPLIT SYSTEM	-	-	11	208	1	15/2	3/8"	2#12, 1#12G	FUSED DISC NEMA 3R	-
HWT	HOT WATER TANK	-	4.5	22	208	1	30/2	1/2"	2#10, 1#10G	FUSED DISC NEMA 1	-

EQUIPMENT CONNECTION NOTES:
1. CONTRACTOR SHALL VERIFY ALL CONNECTIONS BEFORE RUNNING SERVICE OR ORDERING EQUIPMENT.
2. CONTRACTOR SHALL PROVIDE KELLEMS 1-Grip OR EQUAL FOR CORD. CONTRACTOR SHALL VERIFY RECEPTACLE TYPE, HEIGHT AND LOCATION WITH OWNER. RECEPTACLE SHALL BE RANG WITH TYPE S.C. CORD.

TWO 2-0 WALKERDUC OR EQUAL. PROVIDE ALL REQUIRED APPURTENANCES FOR A COMPLETE SYSTEM. ONE DUCT IS FOR POWER AND ONE FOR DATA. VERIFY CONFIGURATION OF DUCT WITH OWNER BEFORE WORK BEGINS OR ORDERING EQUIPMENT. CONTRACTOR SHALL PROVIDE END FEEDS AND AFTERSETS AS REQUIRED. CONTRACTOR SHALL COORDINATE THE DEPTH OF ALL AFTERSETS WITH ALL NECESSARY PARTIES.



B OPERATIONS ROOM DETAIL
E2
SCALE: 1/8" = 1'-0"

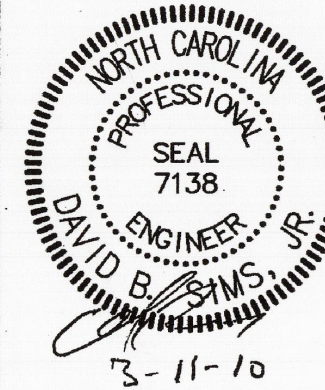
NOTES:
1. CEILING MOUNTED JUNCTION BOX AND RECEPTACLE FOR OVERHEAD DOOR. VERIFY LOCATION AND EXACT REQUIREMENTS WITH OWNER BEFORE ORDERING EQUIPMENT OR BEGINNING WORK.
2. IN I.T. ROOM CONTRACTOR SHALL COORDINATE WITH THE OWNER FOR THE EXACT LOCATION OF ALL RECEPTABLES AND COORDINATE WITH THE MECHANICAL CONTRACTOR FOR THE LOCATION OF DUCTLESS MINI SPLIT A/H'S.
3. PROVIDE QUAD RECEPTACLE IN POWER DUCT AND FOUR DATA/ONE PHONE IN DATA DUCT. COORDINATE WITH OWNER FOR EXACT LOCATION AND REQUIREMENTS. PROVIDE AFTERSETS FOR WALKERDUC OF APPROPRIATE DEPTH. COORDINATE WITH ALL NECESSARY PARTIES FOR EXACT DEPTH REQUIRED.
4. TELEVISION PANEL. PROVIDE #8 INSULATED GROUND IN W/C CONNECTED TO ELECTRICAL SYSTEM GROUND. PROVIDE 4" C WITH PULL STRING TO CATV COMPANY POINT OF DELIVERY. VERIFY ROUTING AND LOCATION.

KEY NOTES:

- (1) 8" PVC SUB FLOOR CONDUITS WITH PULL STRING ROUTE TO EXTERIOR OF BUILDING AND STUB UP.
- 12"x24" CHASE INTO CEILING CAVITY
- (3) 6" PVC SUB FLOOR CONDUITS TO 5'-0" OUTSIDE THE BUILDING. LEAVE PULL STRING.
- (2) 6" PVC SUB FLOOR CONDUITS. CONNECT BOTH I.T. ROOMS. LEAVE PULL STRING.

DAVID SIMS & ASSOCIATES, P.C.
Consulting Engineers
Arboretum Centre
108 Giles Avenue - Suite 100
Wilmington, N.C. 28403
(910) 751-8016 (OFFICE)
(910) 395-5734 (FAX)
NC License: C-1150

BARKER
Architecture
INCORPORATED
270 NORTH PENNY STREET
WILMINGTON, NC 28401
PHONE 758-3100
FAX 758-0999



PENDER EMS STATION 1
& PENDER COUNTY EOC
RIDGEWOOD AVENUE BURGAW, NC 28425

INITIAL DATE:
COMPLETION DATE:
DRAWN BY: DJ, RP
CHECKED BY: DB
This drawing is property of Barker Architecture Inc. and is not to be reproduced or copied in whole or part. It is not to be used on any other project and is to be returned upon request.

BARKER
ARCHITECTURE
INCORPORATED

REVISIONS	
MARK	DATE: DESCRIPTION

SHEET CONTENT:
GROUND FLOOR
POWER PLAN

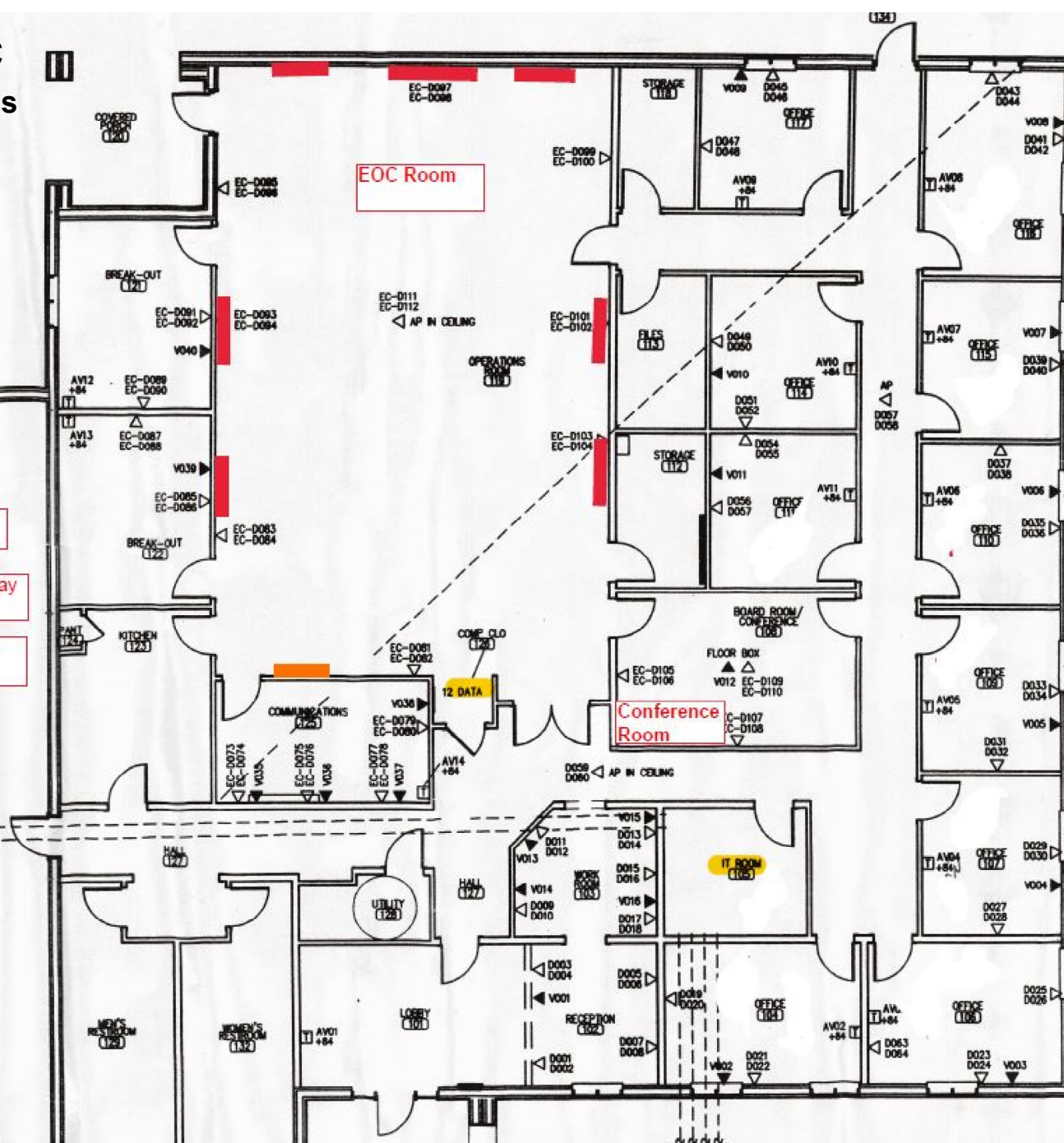
SHEET NUMBER:

E2

of 4

RFP # 211109-211

- New display
- Existing Display
- IT or data box access



RFP # 211109-211

APPENDIX D – Existing Hardware Rack (68.5" high x 43" wide x 20" deep)

Page 23 of 25

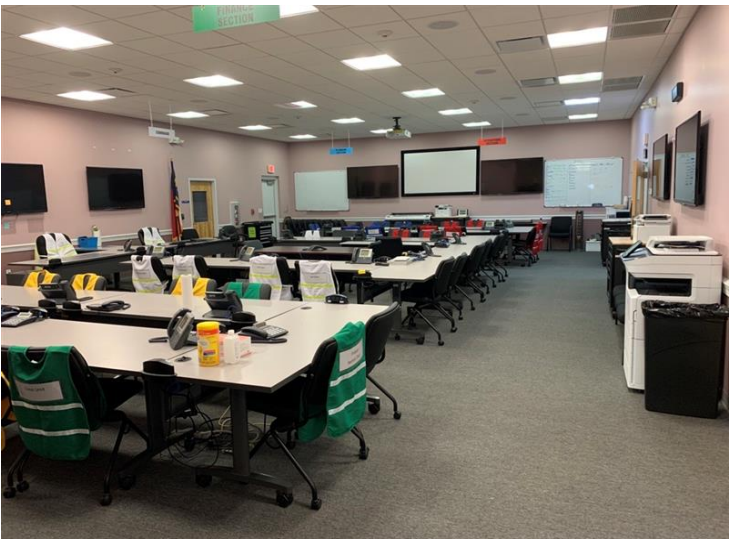
Front



Back



RFP # 211109-211
APPENDIX E – EOC (30' x 49')



RFP # 211109-211

APPENDIX F – Conference Room (12' x 18')





Pender County Request for Board Action

TO: Board of County Commissioners

FROM: Wes Stewart

DATE: January 3, 2022

SUBJECT: Approval of a Budget Amendment to Approve Decrease in the Department of Social Services Revenues and Expenditures for Fiscal Year 2021-2022: \$36,588 for the Crisis Intervention Program.

SUMMARY:

The Crisis Intervention Program (CIP) is a Federally funded program that assists individuals and families who are experiencing a heating or cooling related crisis. Due to the allocation of funds being lower than the Budget Estimates, our revenue line and expenditure line will need to decrease by \$36,588. .

Revenue: 12- 384372

Expenditure: 100090-462719

ACTION REQUESTED:

To consider approving a budget amendment for decreasing programmatic revenues and related expenditures for the Pender County Department of Social Services by \$76,493 for Fiscal Year 2021-2022.



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2021

AUTHORIZATION NUMBER: 6

ALLOCATION PERIOD

FROM JUNE 2021 THRU MAY 2022 SERVICE MONTHS

FROM JULY 2021 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or previous) Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	426,345.00	426,345.00	136,106.00	136,106.00	562,451.00	562,451.00
02	ALEXANDER	74,560.00	74,560.00	23,803.00	23,803.00	98,363.00	98,363.00
03	ALLEGHANY	31,280.00	31,280.00	9,985.00	9,985.00	41,265.00	41,265.00
04	ANSON	102,890.00	102,890.00	32,847.00	32,847.00	135,737.00	135,737.00
05	ASHE	71,390.00	71,390.00	22,791.00	22,791.00	94,181.00	94,181.00
06	AVERY	39,260.00	39,260.00	12,534.00	12,534.00	51,794.00	51,794.00
07	BEAUFORT	160,170.00	160,170.00	51,133.00	51,133.00	211,303.00	211,303.00
08	BERTIE	87,375.00	87,375.00	27,894.00	27,894.00	115,269.00	115,269.00
09	BLADEN	133,490.00	133,490.00	42,615.00	42,615.00	176,105.00	176,105.00
10	BRUNSWICK	263,825.00	263,825.00	84,224.00	84,224.00	348,049.00	348,049.00
11	BUNCOMBE	568,770.00	568,770.00	181,574.00	181,574.00	750,344.00	750,344.00
12	BURKE	253,385.00	253,385.00	80,891.00	80,891.00	334,276.00	334,276.00
13	CABARRUS	337,040.00	337,040.00	107,597.00	107,597.00	444,637.00	444,637.00
14	CALDWELL	201,925.00	201,925.00	64,463.00	64,463.00	266,388.00	266,388.00
15	CAMDEN	14,420.00	14,420.00	4,604.00	4,604.00	19,024.00	19,024.00
16	CARTERET	130,500.00	130,500.00	41,660.00	41,660.00	172,160.00	172,160.00
17	CASWELL	72,170.00	72,170.00	23,039.00	23,039.00	95,209.00	95,209.00
18	CATAWBA	373,735.00	373,735.00	119,310.00	119,310.00	493,045.00	493,045.00
19	CHATHAM	102,330.00	102,330.00	32,667.00	32,667.00	134,997.00	134,997.00
20	CHEROKEE	86,050.00	86,050.00	27,470.00	27,470.00	113,520.00	113,520.00
21	CHOWAN	50,580.00	50,580.00	16,147.00	16,147.00	66,727.00	66,727.00
22	CLAY	28,945.00	28,945.00	9,240.00	9,240.00	38,185.00	38,185.00
23	CLEVELAND	360,590.00	360,590.00	115,115.00	115,115.00	475,705.00	475,705.00
24	COLUMBUS	214,455.00	214,455.00	68,463.00	68,463.00	282,918.00	282,918.00
25	CRAVEN	239,820.00	239,820.00	76,560.00	76,560.00	316,380.00	316,380.00
26	CUMBERLAND	1,135,170.00	1,135,170.00	362,390.00	362,390.00	1,497,560.00	1,497,560.00
27	CURRITUCK	37,695.00	37,695.00	12,033.00	12,033.00	49,728.00	49,728.00
28	DARE	54,340.00	54,340.00	17,348.00	17,348.00	71,688.00	71,688.00
29	DAVIDSON	449,500.00	449,500.00	143,497.00	143,497.00	592,997.00	592,997.00
30	DAVIE	81,075.00	81,075.00	25,883.00	25,883.00	106,958.00	106,958.00
31	DUPLIN	166,205.00	166,205.00	53,059.00	53,059.00	219,264.00	219,264.00
32	DURHAM	729,100.00	729,100.00	232,757.00	232,757.00	961,857.00	961,857.00
33	EDGECOMBE	238,670.00	238,670.00	76,192.00	76,192.00	314,862.00	314,862.00
34	FORSYTH	981,420.00	981,420.00	313,307.00	313,307.00	1,294,727.00	1,294,727.00
35	FRANKLIN	149,460.00	149,460.00	47,713.00	47,713.00	197,173.00	197,173.00
36	GASTON	555,290.00	555,290.00	177,271.00	177,271.00	732,561.00	732,561.00
37	GATES	30,300.00	30,300.00	9,673.00	9,673.00	39,973.00	39,973.00
38	GRAHAM	24,795.00	24,795.00	7,916.00	7,916.00	32,711.00	32,711.00
39	GRANVILLE	141,925.00	141,925.00	45,309.00	45,309.00	187,234.00	187,234.00
40	GREENE	70,100.00	70,100.00	22,379.00	22,379.00	92,479.00	92,479.00
41	GUILFORD	1,515,180.00	1,515,180.00	483,705.00	483,705.00	1,998,885.00	1,998,885.00
42	HALIFAX	247,555.00	247,555.00	79,030.00	79,030.00	326,585.00	326,585.00
43	HARNETT	343,115.00	343,115.00	109,536.00	109,536.00	452,651.00	452,651.00
44	HAYWOOD	135,055.00	135,055.00	43,115.00	43,115.00	178,170.00	178,170.00
45	HENDERSON	200,260.00	200,260.00	63,932.00	63,932.00	264,192.00	264,192.00
46	HERTFORD	102,240.00	102,240.00	32,639.00	32,639.00	134,879.00	134,879.00
47	HOKE	165,480.00	165,480.00	52,828.00	52,828.00	218,308.00	218,308.00

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 6

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	17,130.00	17,130.00	5,468.00	5,468.00	22,598.00	22,598.00
49	IREDELL	243,505.00	243,505.00	77,736.00	77,736.00	321,241.00	321,241.00
50	JACKSON	107,445.00	107,445.00	34,301.00	34,301.00	141,746.00	141,746.00
51	JOHNSTON	451,010.00	451,010.00	143,980.00	143,980.00	594,990.00	594,990.00
52	JONES	34,900.00	34,900.00	11,141.00	11,141.00	46,041.00	46,041.00
53	LEE	157,310.00	157,310.00	50,220.00	50,220.00	207,530.00	207,530.00
54	LENOIR	242,335.00	242,335.00	77,363.00	77,363.00	319,698.00	319,698.00
55	LINCOLN	155,730.00	155,730.00	49,716.00	49,716.00	205,446.00	205,446.00
56	MACON	84,735.00	84,735.00	40,786.00	40,786.00	125,521.00	125,521.00
57	MADISON	54,205.00	54,205.00	27,050.00	27,050.00	81,255.00	81,255.00
58	MARTIN	87,980.00	87,980.00	17,305.00	17,305.00	105,285.00	105,285.00
59	MCDOWELL	127,760.00	127,760.00	28,086.00	28,086.00	155,846.00	155,846.00
60	MECKLENBURG	2,074,155.00	2,074,155.00	662,145.00	662,145.00	2,736,300.00	2,736,300.00
61	MITCHELL	40,750.00	40,750.00	13,009.00	13,009.00	53,759.00	53,759.00
62	MONTGOMERY	72,910.00	72,910.00	23,276.00	23,276.00	96,186.00	96,186.00
63	MOORE	190,270.00	190,270.00	60,742.00	60,742.00	251,012.00	251,012.00
64	NASH	281,930.00	281,930.00	90,003.00	90,003.00	371,933.00	371,933.00
65	NEW HANOVER	499,610.00	499,610.00	159,496.00	159,496.00	659,106.00	659,106.00
66	NORTHAMPTON	86,280.00	86,280.00	27,544.00	27,544.00	113,824.00	113,824.00
67	ONslow	374,135.00	374,135.00	119,438.00	119,438.00	493,573.00	493,573.00
68	ORANGE	261,590.00	261,590.00	83,510.00	83,510.00	345,100.00	345,100.00
69	PAMLICO	33,265.00	33,265.00	10,620.00	10,620.00	43,885.00	43,885.00
70	PASQUOTANK	117,950.00	117,950.00	37,654.00	37,654.00	155,604.00	155,604.00
71	PENDER	125,000.00	125,000.00	39,905.00	39,905.00	164,905.00	164,905.00
72	PERQUIMANS	38,165.00	38,165.00	12,184.00	12,184.00	50,349.00	50,349.00
73	PERSON	116,330.00	116,330.00	37,136.00	37,136.00	153,466.00	153,466.00
74	PITT	582,460.00	582,460.00	185,943.00	185,943.00	768,403.00	768,403.00
75	POLK	40,585.00	40,585.00	12,956.00	12,956.00	53,541.00	53,541.00
76	RANDOLPH	360,105.00	360,105.00	114,960.00	114,960.00	475,065.00	475,065.00
77	RICHMOND	225,555.00	225,555.00	72,006.00	72,006.00	297,561.00	297,561.00
78	ROBESON	715,320.00	715,320.00	228,359.00	228,359.00	943,679.00	943,679.00
79	ROCKINGHAM	292,890.00	292,890.00	93,502.00	93,502.00	386,392.00	386,392.00
80	ROWAN	356,090.00	356,090.00	113,678.00	113,678.00	469,768.00	469,768.00
81	RUTHERFORD	214,555.00	214,555.00	68,495.00	68,495.00	283,050.00	283,050.00
82	SAMPSON	199,245.00	199,245.00	63,607.00	63,607.00	262,852.00	262,852.00
83	SCOTLAND	174,965.00	174,965.00	55,855.00	55,855.00	230,820.00	230,820.00
84	STANLY	130,410.00	130,410.00	41,632.00	41,632.00	172,042.00	172,042.00
85	STOKES	102,465.00	102,465.00	32,711.00	32,711.00	135,176.00	135,176.00
86	SURRY	210,210.00	210,210.00	67,107.00	67,107.00	277,317.00	277,317.00
87	SWAIN	37,235.00	37,235.00	11,887.00	11,887.00	49,122.00	49,122.00
88	TRANSYLVANIA	72,925.00	72,925.00	23,280.00	23,280.00	96,205.00	96,205.00
89	TYRRELL	15,140.00	15,140.00	4,834.00	4,834.00	19,974.00	19,974.00
90	UNION	311,405.00	311,405.00	99,412.00	99,412.00	410,817.00	410,817.00
91	VANCE	191,150.00	191,150.00	61,023.00	61,023.00	252,173.00	252,173.00
92	WAKE	1,423,310.00	1,423,310.00	454,377.00	454,377.00	1,877,687.00	1,877,687.00
93	WARREN	78,015.00	78,015.00	24,906.00	24,906.00	102,921.00	102,921.00
94	WASHINGTON	51,000.00	51,000.00	16,282.00	16,282.00	67,282.00	67,282.00
95	WATAUGA	121,735.00	121,735.00	38,863.00	38,863.00	160,598.00	160,598.00
96	WAYNE	406,705.00	406,705.00	129,836.00	129,836.00	536,541.00	536,541.00
97	WILKES	193,570.00	193,570.00	61,795.00	61,795.00	255,365.00	255,365.00
98	WILSON	302,150.00	302,150.00	96,458.00	96,458.00	398,608.00	398,608.00
99	YADKIN	85,050.00	85,050.00	27,152.00	27,152.00	112,202.00	112,202.00
100	YANCEY	50,140.00	50,140.00	16,007.00	16,007.00	66,147.00	66,147.00
	Total	25,000,000.00	25,000,000.00	7,980,981.00	7,980,981.00	32,980,981.00	32,980,981.00

CRISIS INTERVENTION PAYMENT (CIP) cont.

AUTHORIZATION NUMBER: 6

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance

Award Name: Low-Income Home Energy Assistance

Award Number: G20B1NCLIEA & G21B1NCLIEA

Award Date: FFY 2021 & 2022

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This is the first installment of Crisis Intervention Funds. Additional funds will be released once the NC Budget is passed.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE



DATE:

December 10, 2021



Pender County Budget Ordinance Amendment

Tuesday, December 21, 2021

Page 5 of 6

Date

Monday, December 20, 2021

Board Meeting Date (If Applicable)

Monday, January 3, 2022

Fiscal Year

FY 2021-2022

Fund

12 - DSS

Division, Program, Project, etc.

CIP

Department

100090 - CRISIS INTERVENTION

Purpose of Request
The Crisis Intervention Program (CIP) is a Federally funded program that assists individuals and families who are experiencing a heating or cooling related crisis. Due to the allocation of funds being lower than the Budget Estimates, our revenue line and expenditure line will need to decrease by \$36,588. .

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	12	384372	36588
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	100090	462719	36588
2			
3			
4			
5			
6			
7			
8			
9			

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

Total Revenues

36588

Total Expenditures

36588

Prepared By:

Savannah Hubach

Email

shubach@pendercountync.gov



Pender County Request for Board Action

TO: Board of Commissioners

FROM: Travis Henley

DATE: January 3, 2022

SUBJECT: Approval of Budget Ordinance Amendment and Purchase Order to Tyler Technologies for Energov Assist Support Package

SUMMARY:

All Pender County functions relating to central permitting, including the Departments of Planning and Community Development, Health, Pender County Utilities, Emergency Management, and IT, are organized and managed through a program known as Energov, which is the internal system backing the County's online permitting system known as the PORT (or Pender Online Resource Tool). This program is due for an upgrade due to multiple reasons, most importantly of which is the increased functionality that will come with the upgrade which will allow us to serve the citizens of the County more effectively, and also due to limitations from a security and software support perspective that are inherent to the current version the County uses.

The need for the upgrade due to the current version being End of Life (EoL), coupled with recent staff losses within the IT Department that leave the County without a dedicated Project Manager, necessitates the County pursuing a support package from Tyler Technologies known as Energov Assist Advanced. This package will ensure that Pender County can undertake this upgrade in an efficient manner, can limit service delivery interruption, and can fully realize the new tools and functionality that the new system will provide. The cost of this package is joined by a corresponding increase of \$40,000 to Permitting and Inspections revenues, an increase supported and justified by current revenues generated during this fiscal year and projections for the remainder of the fiscal year. Importantly, these revenues must be utilized for efforts relating to the enforcement of the various North Carolina Building Codes and associated permitting.

ACTION REQUESTED:

To review and approve a Budget Ordinance Amendment and Purchase Order in the amount of \$40,000 to Tyler Technologies.

ATTACHMENTS:

1. Energov Assist Quote from Tyler Technologies
2. Budget Ordinance Amendment



Quoted By: Stanley John
Quote Expiration: 06/18/22
Quote Name: Pender County - EnerGov Assist
Advanced
Quote Description: Pender County - EnerGov Assist
Advanced 6 months EnerGov
Assist (1/1/2022 - 6/30/2022)

Sales Quotation For:

Erik Harvey
Pender County
PO Box 1437
Burgaw NC 28425-1437
Phone: +1 (910) 259-1200

Tyler Software and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Civic Services					
EnerGov Assist Advanced	1	\$ 40,000	0	\$ 40,000	\$ 0
TOTAL		\$ 40,000	0	\$ 40,000	\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 40,000	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0

2021-296897-M8L0P2

Page 1

Summary Total **\$ 40,000** **\$ 0**
Contract Total **\$ 40,000**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Software Discount Detail (Excludes Optional Products)

Description	License	Liense Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Civic Services						
EnerGov Assist Advanced	\$ 40,000	\$ 0	\$ 40,000	\$ 0	\$ 0	\$ 0
TOTAL	\$ 40,000	\$ 0	\$ 40,000	\$ 0	\$ 0	\$ 0

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Maintenance to run from 01/01/2022 through 06/30/2022 (\$40,000 Prorated).

Renew on 7/01/2022 at regular rate (\$80,000)



Pender County Budget Ordinance Amendment

Monday, December 20, 2021

Page 7 of 8

Date Monday, December 20, 2021

Board Meeting Date (If Applicable) Monday, January 3, 2022

Fiscal Year FY 2021-2022 Fund 10 - GENERAL

Division, Program, Project, etc. Planning and Community Development - Energov Department 650 - INSPECTIONS

Purpose of Request To purchase "Energov Assist Advanced" from Tyler Technologies to manage and lead required update/upgrade to Energov permit management software.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	650-353100	Inspection Fees	\$40,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	650-404500	Contract Services	\$40,000
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 40000

Total Expenditures 40000

Prepared By: Travis Henley

Email thenley@pendercountync.gov



**Pender County
Offer on three surplus lots located on
River Bend**

TO: Board of County Commissioners
FROM: Tera Cline
DATE: January 3, 2022
SUBJECT: Offer on three surplus lots located on River Bend

SUMMARY:

The county has declared surplus property located at River Bend. (3331-96-5342-0000, 3331-96-4262-0000, 3331-96-3196-0000) with a minimum bid amount of \$28, 000 as assessed by the tax office. Joel Reyes is interested in purchasing the property for \$28,000.00 minimum bid. There is no building on the land. Mr. Reyes recently purchased the parcel located at 1810 Riverbend and realized Lot 7, 8 and 9 would need to be purchased as well for access and septic is located on Lot 7 and some of the home.

ACTION REQUESTED:

Accept offer of \$28,000.00 on parcel ID 3331-96-5342-0000, 3331-96-4262-0000, 3331-96-3196-0000 Lots 7, 8, 9 Riverbend and direct clerk to advertise upset bid notice.

Tera Cline

From: Joel Reyes <joelreyes2@icloud.com>
Sent: Friday, December 10, 2021 7:04 AM
To: Tera Cline
Subject: [External]Purchase offer

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

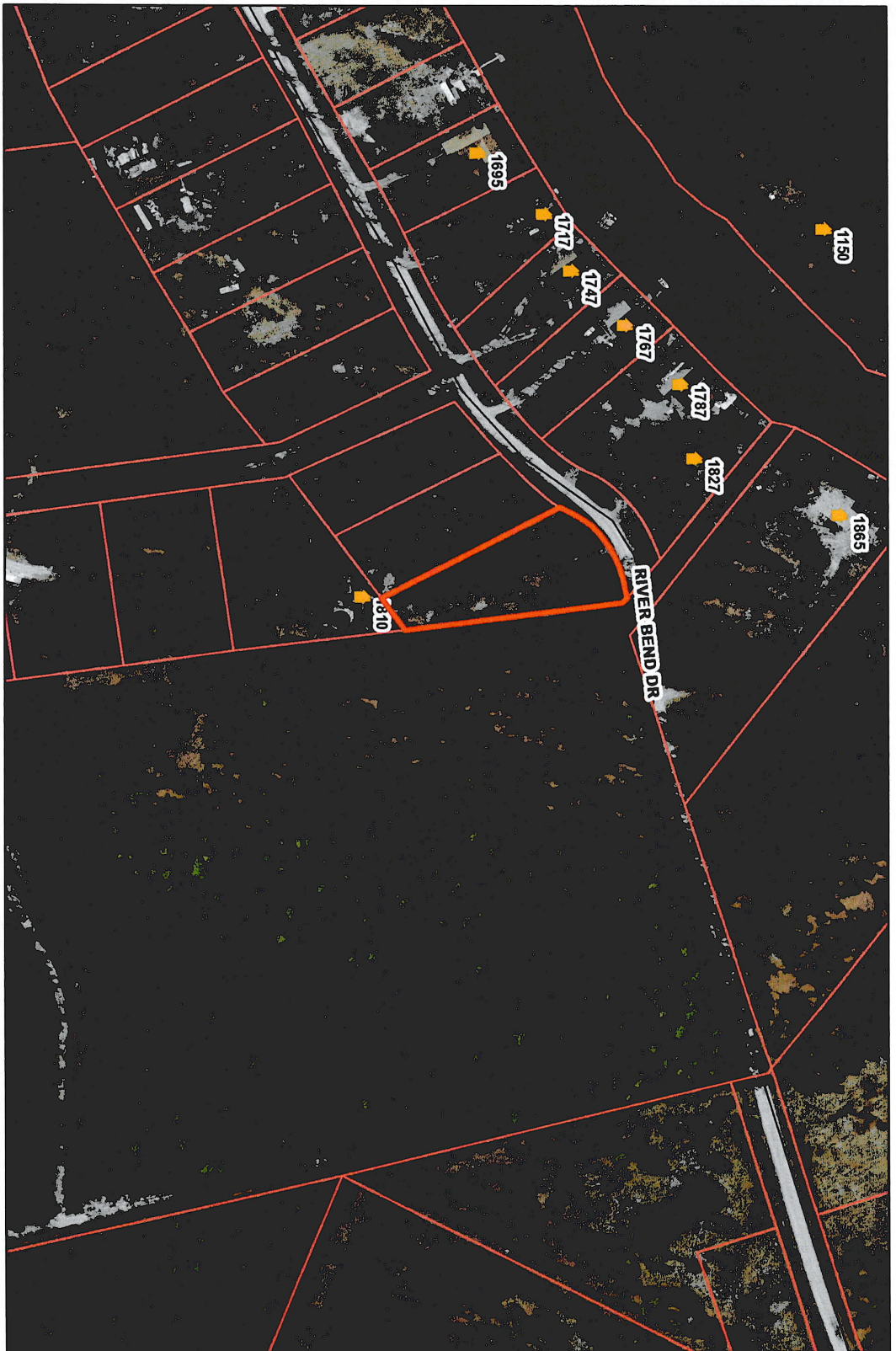
To whom is my concern I would like to purchase this 3 lots for the price of \$28,000 American dollars in exchange of deed

3331-96-5343-0000

3331-96-4262-0000

3331-96-3196-0000

Sent from my iPhone



PIN: 3331-96-5343-0000
Owner: PENDER COUNTY
PO BOX 5
BURGAW, NC 28425

Deed Ref: 4683/283

Property
Address:

Description: LOT 7 RIVERBEND II SUBDIVISION

Sale Price: \$3,500
Sale Date: LAST_SALE_DATE
Plat: 00220140

Account No: 1001545
Township: HOLLY
Subdivision: RIVER BEND
Tax Codes: G01 F21 R40

Acres: 0.77
Land Value: \$19,250
Building Value: \$0
Total Value: \$19,250
Deferred Value: \$0
Exempt Amount: 0
PCL Class: R
Heated Sq Feet:

Pender County

0 0.015 0.03 0.06 mi
0 0.0275 0.055 0.11 km

1 inch = 191 feet

December 21, 2021





Pender County

Page 4 of 5

PIN: 3331-96-4262-0000

Owner: PENDER COUNTY

PO BOX 5

BURGAW, NC 28425

Deed Ref: 4683/281

Sale Price: \$3,500

Sale Date: LAST_SALE_DATE

Plat: 00220140

Account No: 1001545

Township: HOLLY

Subdivision: RIVER BEND

Tax Codes: G01 F21 R40

Acres: 0.71

Land Value: \$17,750

Building Value: \$0

Total Value: \$17,750

Deferred Value: \$0

Exempt Amount: 17750

PCL Class: E

Heated Sq Feet:

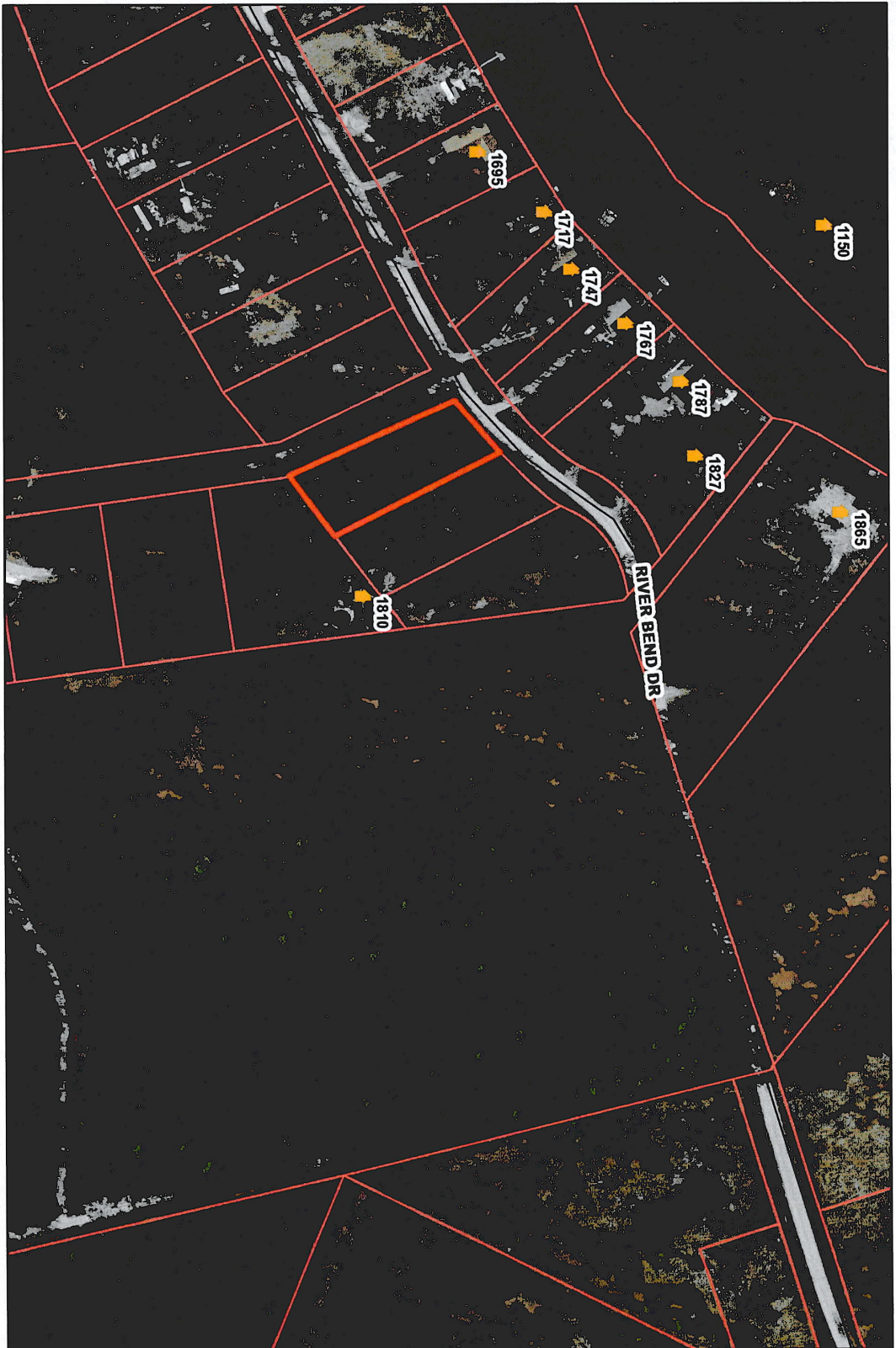


1 inch = 191 feet

December 21, 2021



Property Address:
Description: LOT 8 RIVERBEND II SUBDIVISION

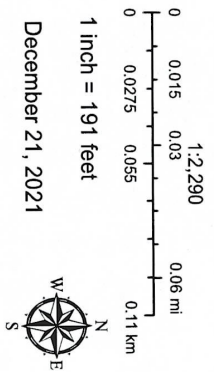


Pender County

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PIN: 3331-96-3196-0000
 Owner: PENDER COUNTY
 PO BOX 5
 BURGAW, NC 28425
 Deed Ref: 4683279
 Sale Price: \$3,500
 Sale Date: LAST_SALE_DATE
 Plat: 00220140
 Account No: 1001542
 Township: HOLLY
 Subdivision: RIVER BEND
 Tax Codes: G01 F21 R40
 Property Address:
 Description: LOT 9 RIVERBEND II SUBDIVISION

Acres: 0.83
 Land Value: \$20,750
 Building Value: \$0
 Total Value: \$20,750
 Deferred Value: \$0
 Exempt Amount: 20750
 PCL Class: E
 Heated Sq Feet:





**Pender County
Approval of the Golden Leaf funds in the
amount of \$500,000.00 for
redevelopment of former BASF
Brownsfield site.**

TO: Board of County Commissioners
FROM: Chad McEwen
DATE: January 3, 2022
SUBJECT: Approval of the Golden Leaf funds in the amount of \$500,000.00 for
redevelopment of former BASF Brownsfield site.

SUMMARY:

The Board of Directors of the Golden LEAF Foundation has approved funding for your project, "Redevelopment of Former BASF Brownsfield Site," in the amount of \$500,000.00. We trust that this support will further your work to the benefit of North Carolinians

ACTION REQUESTED:

Approval of the Golden Leaf funds in the amount of \$500,000.00 for redevelopment of former BASF Brownsfield site.



BOARD OF DIRECTORS

December 6, 2021

DON FLOW
CHAIR
WINSTON-SALEM, NC

MURCHISON "BO" BIGGS
LUMBERTON, NC

CHARLES BROWN
ALBEMARLE, NC

S. LAWRENCE DAVENPORT
GREENVILLE, NC

BARRY Z. DODSON
STONEVILLE, NC

RANDY ISENHOWER
NEWTON, NC

LAURENCE E. LILLEY, JR.
WILLIAMSTON, NC

DARRYL MOSS
CREEDMOOR, NC

BRIAN RAYNOR
EASTOVER, NC

JOHNATHAN L. RHYNE, JR.
LINCOLNTON, NC

BOBBIE RICHARDSON
LOUISBURG NC

DAVID ROSE
NASHVILLE, NC

RALPH STRAYHORN
CHARLOTTE, NC

TOM TAFT
GREENVILLE, NC

JEROME VICK
WILSON, NC

SCOTT T. HAMILTON
PRESIDENT,
CHIEF EXECUTIVE OFFICER

Chadwick McEwen
County Manager
County of Pender
cmcewen@pendercountync.gov

Dear Mr. McEwen:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved funding for your project, "Redevelopment of Former BASF Brownsfield Site," in the amount of \$500,000.00. We trust that this support will further your work to the benefit of North Carolinians.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grant management workshop. This workshop will be held on **Wednesday, December 15, 2021 at 10:00am and will last about two hours.** Due to COVID-19, the grant management workshop will be held via Zoom. We recommend those who will be directly responsible for the financial and programmatic reporting for this grant to attend. Typically, this is at least two people per organization. Please register for the workshop by sending an e-mail no later than **Friday, December 10** to Wanda Barnes (wbarnes@goldenleaf.org) with the **names, titles, and e-mail addresses** of those who will attend. By the end of day Monday, October 13, a Zoom link with additional instructions will be e-mailed to registered participants.

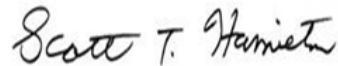
Attached is the Grantee Acknowledgement and Agreement for the project, which includes details regarding administration of the grant, including conditions that must be satisfied prior to release of funds, the payment process, and reporting requirements. Please read your agreement carefully and take note of any special conditions that apply to your award. You may return the signed document electronically with a scan of an original signature, or through the mail. Also, our controller, Beth Edmondson, will email a copy of the Grantee ACH Deposit Authorization form to you by secure email. Please complete the form and return it to Mrs. Edmondson's attention by replying to her secure email and attaching the completed form and supporting documents. Alternatively, you may fax the completed form to her at 252-442-7404 or mail it to her attention to Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804.

Mr. Chadwick McEwen
December 6, 2021
Page 2

Please download review the [Golden LEAF Brand and Publicity Guide](#) and reach out to our Communications and External Affairs Manager Jenny Tinklepaugh at jtinklepaugh@goldenleaf.org with any questions.

Please let me or Ted Lord (tlord@goldenleaf.org) know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on receiving this funding.

Sincerely,

A handwritten signature in black ink that reads "Scott T. Hamilton". The signature is written in a cursive, flowing style.

Scott T. Hamilton
President, Chief Executive Officer

SH:dp

Enclosures: as stated

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Pender
2. Project File Number & Title: FY2022-069 / Redevelopment of Former BASF Brownsfield Site
3. Purpose of Grant: This award provides funding to Pender County for Project C. The company will occupy a facility to be constructed on the former BASF site, which is now owned by Pender County. The total investment in real and personal property is expected to be \$400 million. The company will create 1,000 jobs at the site which will pay an average wage of \$31,200. Golden LEAF funds will be used to support demolition of existing structures on the site, which is required prior to the sale of the property to the business.
4. Amount of Grant: \$500,000.00
5. Award Date: 12/2/2021 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 6 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grant management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan (“PMP”) that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal

Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the

transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.
14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy

regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional

advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report

making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.
21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval

that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____



Pender County Approval of an Appointment to the Pender County Board of Adjustment

TO: Board of County Commissioners
FROM: Tera Cline
DATE: January 3, 2022
SUBJECT: Approval of an Appointment to the Pender County Board of Adjustment

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.

Shayne Frey is applying for the appointment to the Pender County Board of Adjustment. He would represent District 4. His application is attached for the Board's review. If approved, this appointment will be for 3 years and expire January 1, 2024.

ACTION REQUESTED:

To consider approving an appointment to the Pender County Board of Adjustment

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 Frey			First Shayne			M.I. M		Date 12-11-2021	
Physical Address 104 Cottage Walk						Apartment/Unit #			
City Hampstead			State NC			ZIP 28443			
Mailing Address (if different from above) 104 Cottage Walk									
City Hampstead			State NC			ZIP 28443			
Home Phone (808) 384-2759			Work Phone (808) 384-2759			E-mail Address 1 frocker53d@gmail.com			
Fax Number						E-mail Address 2 shayne.frey@usmc.mil			
Board Interest(s) Primary: ABC, Secondary: Jury									
How long have you been a resident of Pender County? 8									
EDUCATION									
High School Lancaster Catholic			Location Lancaster PA						
From	1986	To	1991	Did you graduate?	YES ☒	NO ☐	Diploma		
College Penn State			Location University Park PA						
From	1996	To	1998	Did you graduate?	YES ☒	NO ☐	Degree Bachelors Degree		
Other Embry Riddle Aeronautical Univ			Location Daytona FL						
From	2007	To	2012	Did you graduate?	YES ☒	NO ☐	Degree Masters Degree		
EMPLOYMENT HISTORY									
Current Employment		DOD-USMC				Job Title Helicopter Pilot			
Responsibilities		II MEF Deputy Current Operations Officer							
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: Topsail HS Varsity Baseball Coach Post 167 Senior Legion Baseball Coach									

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).	
State reasons why you feel qualified for this appointment(s): Post 30 year tour in the Marines, now I want to serve my community. I have served on over 50 boards and Chaired most of them in both peacetime and combat.			
MILITARY SERVICE			
Branch Marines		From 1991	To 2021
Rank at Discharge LtCol		Type of Discharge (optional) Still Serving	
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. I am interested in becoming a future commissioner and want to get some knowledge of local government.			
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