

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS



Monday, October 17, 2022

Call to order @ 7:00 p.m.....	Chairman Tony W. Cozart
Invocation and Pledge of Allegiance.....	Chairman Tony W. Cozart

Appointment and Oath of Office

1. Granville County Manager Appointment and Oath of Office (p. 1)

Consent Agenda

2. Surplus Vehicles (p. 3)
3. Minutes (p. 4)

Introductions, Recognitions and Presentations

4. Proclamation Honoring Service of Michael K. "Mike" Allen (p. 38)
5. Special Proclamation Presentation (p. 40)
6. Masonic Home for Children Update on 150th Anniversary (p. 41)
7. Update and Introduction of Granville County Youth Leadership Council (p. 42)
8. Veterans' Services Presentation (p. 43)
9. Granville County Schools Administration Presentation (p. 44)

Public Comments

10. Public Comments (p. 45)

Grant Matters

11. Emergency Management Performance Grant Program (EMPG) FY 2023 (p. 46)
12. Homeland Security Grant Program Opportunity (p. 47)

Social Services Matters

13. Computer Purchases for Social Services (p. 80)

Proclamations, Resolutions and Legislative Matters for Consideration

14. Proclamations, Resolutions and Legislative Matters (p. 84)

County Manager's Report

- 15. Voting Delegate for the 2022 NCACC Legislative Goals Conference (p. 85)
- 16. Connect Holding II, LLC GREAT Grant Partnership (p. 86)

County Attorney's Report

- 17. Opioid Litigation Update (p.89)
- 18. County Attorney's Report (p.90)

Presentations by County Board Members

- 19. Presentations by County Board Members (p. 91)

Any Other Matters

- 20. Notice of Special Meeting - Asset Mapping for Recreation Assets (p. 92)
- 21. Any Other Matters (p. 93)

Closed Session

- 22. Closed Session as allowed by G.S. 143-318.11(a)(6) – Personnel (P. 94)



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 13, 2022
Title: Granville County Manager Appointment and Oath of Office

PURPOSE:

To appoint the County Manager and administer the Oath of Office.

BACKGROUND:

Drew Cummings was selected as the Granville County Manager and needs to be officially appointed and take the Oath of Office per North Carolina General Statute § 153A-26.

Oath of office. Each person elected by the people or appointed to a county office shall, before entering upon the duties of the office, take and subscribe the oath of office prescribed in Article VI, Sec. 7 of the Constitution. The oath of office shall be administered by some person authorized by law to administer oaths and shall be filed with the clerk to the board of commissioners.

Chairman Tony W. Cozart will administer the oath of office after the appointment by the Board.

RECOMMENDATION:

Appoint Drew Cummings as the Granville County Manager and administer the oath of office.

ATTACHMENTS:

Oath of Office

ACTION TAKEN:



COUNTY OF GRANVILLE, NORTH CAROLINA

Granville County Manager Oath of Office

I, Drew Cummings, do solemnly swear that I will support the constitution of the United States; so help me, God.

I, Drew Cummings, do further solemnly and sincerely swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the constitution of said state, not inconsistent with the constitution of the United States, to the best of my knowledge and ability; so help me, God.

I, Drew Cummings, do further swear that I will well and truly execute the duties of the office of County Manager for Granville County according to the best of my skill and ability; according to law; so help me, God.

(SEAL)

Subscribed and sworn to before me,
this 17th day of October 2022.

(SEAL)

Tony W. Cozart
Chairman of the Granville County Board of Commissioners



Granville County Finance

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: October 13, 2022
Title: **Surplus Vehicles**

PURPOSE:

To consider declaring vehicles surplus in order to be sold via online auction platform.

BACKGROUND:

North Carolina General Statutes require the Board of Commissioners to formally declare items surplus prior to the sale. Per Granville County's surplus procedures, all vehicles must be approved for sale or transferred by the Granville County Board of Commissioners prior to their sale or transfer.

The vehicles to be declared surplus are:

Sheriff's Department:

- 2011 Ford Explorer – VIN # 3519
- 2013 Tahoe K-9 Unit – VIN # 8892
- 2013 Dodge Charger – VIN # 6146
- 2018 Ford Expedition – VIN # 5385
- Crown VIC - 4577

Solid Waste - Landfill:

- 2002 Dodge Durango – VIN # 4213

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 13, 2022
Title: Minutes

PURPOSE:

To approve minutes of the February 7, 2022 and March 21, 2022 Regular Meetings and March 14, 2022 Special Meeting.

RECOMMENDATION:

Approval

ATTACHMENTS:

February 7, 2022 Draft Minutes
March 21, 2022 Draft Minutes
March 14, 2022 Draft Minutes

ACTION TAKEN:

OXFORD, NORTH CAROLINA
February 7, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, February 7, 2022, at 7:00 p.m. via Zoom due to the rise in COVID cases.

Present were:

Chairman: Tony W. Cozart

Commissioners: Jimmy Gooch Timothy Karan
Sue Hinman Russ May
Zelodis Jay David T. Smith

County Manager: Michael S. Felts
Assistant County Manager: Korena Weichel
County Attorney: James C. Wrenn, Jr.

MEETING CALLED TO ORDER

At 7:00 p.m., Chairman Tony W. Cozart called the meeting to order. He then recognized Commissioner Jimmy Gooch for the invocation and Pledge of Allegiance. At this time, Clerk to the Board, Debra A. Weary, did a roll call. Chairman Cozart reminded Board members to identify themselves when speaking or making motions and announced that votes would be done by a roll call by the Clerk.

CONSENT AGENDA APPROVED

Upon a motion by Commissioner Russ May, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved the consent agenda as follows:

- (A) Approved the Summary of Contingency and Use of Fund Balance report that showed the following balances:
- | | | |
|--|----|-----------|
| General Contingency Balance | \$ | 14,000 |
| School Bond D/S Contingency | \$ | 100,000 |
| Environmental Disaster Contingency | \$ | 10,000 |
| General Fund Appropriated Fund Balance | \$ | 4,485,784 |
- (B) Approved Budget Amendment #5 for Fiscal Year 2021-2022 as recommended by the Finance Director:

Budget Amendment #5
February 7, 2022

Be it ordained, the FY 2021-2022 Annual Budget Ordinance is hereby amended as follows:

GENERAL FUND

Expenditures: Increase/(Decrease)		
General Government		
Administration		40,953
IT		4,580
Finance		4,607

	Human Resources	909	
	Internal Auditor	2,871	
	General Services	5,008	
Public Safety			
	Sheriff's Department	198,253	
	Forestry	1,319	
	911 Operations	107,975	
	Addressing / GIS	2,520	
Community Services			
	Cooperative Extension Service	9,464	
	Soil Conservation Program	1,987	
	Planning	6,839	
	Inspections	22,141	
	Construction Projects	25,000	
Human Services			
	Social Services	(5,788)	
	Oxford Senior Center	27,494	
	Senior Center - South	2,671	
Area Projects and Other Appropriations			
	Non-Departmental	(482,732)	
	Pass Thru Funds and Transfers	5,788	
Contributions to Other Funds			
	Tourism Development Authority	2,990	
	<i>Total Expenditures</i>		(15,150)
Revenues: Increase/(Decrease)			
	Investment Earnings & Operating Transfers In	20,000	
	Appropriated Fund Balance	(35,150)	
	<i>Total Revenues</i>		(15,150)

Budget Amendment #5				Balance
(For reference only)				
General Fund/				
Expenditures: Increase/ (Decrease)				
10-	4251	442	GAP Improvements	\$20,000 \$78,000
Revenues: Increase/(Decrease)				
10-	3991	949	Transfer from GAP Phase III Project	\$20,000 \$20,000

Description: Transfer funds for dugout replacement for Fields 3 & 4 from the GAP Phase III project fund.

General Fund/Administration				
Expenditures: Increase/ (Decrease)				
10-	4120	260	Strategic Plan	\$2,500 \$5,500
10-	8540	128	IT & Connectivity Services	(\$2,500) \$49,500

Description: Funding for strategic planning books for current year, instead of FY 22-23.

General Fund/Construction Projects				
Expenditures: Increase/ (Decrease)				
10-	4251	814	Law Enforcement Center Repairs	\$5,000 \$5,000
Revenues: Increase/(Decrease)				
10-	3990	991	Appropriated Fund Balance	\$5,000 \$4,525,934

Description: Fund various repairs to the Law Enforcement Center

General Fund/Non-Departmental				
Expenditures: Increase/ (Decrease)				
10-	5300	314	Work First Transportation	(\$5,788) \$10,000
10-	8580	140	KARTS/RPG	\$5,788 \$101,671

Description: Per DSS and Kathy May, move excess ROAP funds out of Work First and into KARTS.

General Fund/Non-Departmental				
Expenditures: Increase/ (Decrease)				
10-	8540	808	Stovall Senior Center Land Purchase	(\$92,570) \$81,071
Revenues: Increase/(Decrease)				
10-	3990	991	Appropriated Fund Balance	(\$92,570) \$4,433,364.00

Description: Correct BE 9913. Offset to correctly reduce 10-8540-126 Trust Acct Expenditures should be to Fund Balance.

General Fund: Various departments

Expenditures: Increase/ (Decrease)					
10-	4120	121	Salaries	\$23,884	\$420,604
10-	4120	181	FICA	\$184	\$30,105
10-	4120	182	Retirement	\$3,352	\$47,744
10-	4120	183	Health Insurance	\$11,033	\$54,033
10-	4122	121	Salaries	\$1,187	\$248,445
10-	4122	182	Retirement	\$3,393	\$37,793
10-	4125	183	Health Insurance	\$909	\$18,109
10-	4130	121	Salaries	\$3,982	\$270,411
10-	4130	181	FICA	\$93	\$20,475
10-	4130	182	Retirement	\$532	\$30,772
10-	4135	121	Salaries	\$1,344	\$72,334
10-	4135	182	Retirement	\$114	\$8,171
10-	4135	183	Health Insurance	\$1,413	\$10,013
10-	4260	121	Salaries	\$1,731	\$145,071
10-	4260	181	FICA	\$168	\$16,437
10-	4260	182	Retirement	\$3,109	\$28,909
10-	4310	121	Salaries	\$184,618	\$3,721,344
10-	4310	122	Overtime	\$6,064	\$86,064
10-	4310	181	Retirement	\$7,571	\$292,128
10-	4350	121	Salaries	\$11,227	\$530,730
10-	4350	182	Retirement	\$1,140	\$60,104
10-	4350	183	Health Insurance	\$9,774	\$78,574
10-	4370	126	Part -Time Salaries	\$1,093	\$32,072
10-	4370	181	FICA	\$83	\$2,453
10-	4370	182	Retirement	\$143	\$3,659
10-	4390	121	Salaries	\$83,853	\$895,477
10-	4390	122	Overtime	\$9,688	\$109,688
10-	4390	181	FICA	\$3,402	\$73,907
10-	4390	182	Retirement	\$11,032	\$114,501
10-	4396	121	Salaries	\$1,036	\$58,613
10-	4396	182	Retirement	\$71	\$6,606
10-	4396	183	Health Insurance	\$1,413	\$10,013
10-	4910	121	Salaries	\$1,200	\$287,220
10-	4910	182	FICA	\$268	\$32,731
10-	4910	183	Retirement	\$5,371	\$48,371
10-	4950	126	Part -Time Salaries	\$8,791	\$8,791
10-	4950	181	FICA	\$673	\$673
10-	4961	181	FICA	\$1,139	\$4,908
10-	4961	183	Health Insurance	\$848	\$9,448
10-	5860	121	Salaries	\$1,685	\$313,351
10-	5860	127	Part -Time Salaries	\$20,155	\$20,155
10-	5860	183	Health Insurance	\$5,654	\$57,254
10-	5870	121	Salaries	\$1,823	\$49,143
10-	5870	183	Health Insurance	\$848	\$9,448
10-	6180	121	Salaries	\$1,967	\$56,836
10-	6180	182	Retirement	\$175	\$6,403
10-	6180	183	Health Insurance	\$848	\$9,448
10-	8540	111	Position Reclass	(\$223,850)	\$0
10-	8540	113	Performance Based Adjustment	(\$163,812)	\$0
Revenues: Increase/(Decrease)					
10-	3990	991	Appropriated Fund Balance	\$52,420	\$4,485,784

Description: Fund adjustments in departmental salary and benefits due to merit increases and annual leave payouts for the balance of FY 2021-2022.

(C) Approved Tax Refunds, Releases and Write-offs as recommended by the Tax Administrator:

Refunds	November 2021:	\$ 329.26
Releases	November 2021:	\$1,454.70
Write-offs (\$2 and less)	November 2021:	\$ 24.30
Refunds	December 2021:	\$1,509.85
Releases	December 2021:	\$1,591.21
Write-offs (\$2 and less)	December 2021:	\$ 6.82

INTRODUCTION OF FIELD CROPS AGENT

Charissa Puryear, County Extension Director, introduced Mikayla Graham, the new Field Crops Agent.

Ms. Graham said she began working in Granville and Person Counties in December and joins us from Union County. She made comments about her position and noted that she will be developing a Facebook group for farmers to get information out.

AFTER HEARING PRESENTATION ON HOUSEHOLD WASTE COLLECTION EVENT, BOARD APPROVED AN ADDITIONAL EVENT

Teresa Baker, Recycle and Sustainability Coordinator, reported that Granville County has had successful household waste collection events in the past and noted that Veolia has provided its services at the events at no cost to the county. She asked the Board to consider adding a hazardous waste collection to the event scheduled May 14, 2022 at the same funding level. The event will include shred services, electronic recycling, batteries, etc.

County Manager Felts added that a decision can be rendered later, but a funding source needs to be identified.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved authorizing Teresa Baker, Recycle and Sustainability Coordinator, to hold an additional household hazardous waste collection event on May 14, 2022, with funding up to \$30,000 and the funding source to be determined by the County Manager and Finance Director.

Ms. Baker noted that she will do her best to outsource the costs.

PRESENTATION ON CENTURYLINK PARTNERSHIP PROPOSAL FOR GRANVILLE COUNTY FIBER PROJECT

The next item was to consider a Memorandum of Understanding committing Granville County to a partnership with CenturyLink in the Growing Rural Economies with Access to Technology (GREAT) grant program established by the North Carolina Broadband Infrastructure Office. County Manager Felts introduced Steve Brewer, Director of Government Affairs for Lumen (doing business as CenturyLink), and then Mr. Brewer introduced Ted Hankins, Government Affairs Director.

Mr. Brewer spoke from a presentation that contained proprietary information for the fiber project. After the presentation, he answered questions and made clarifications about the project. Board members expressed concerns about the lack of coverage in the northern area,

particularly Stovall, Bullock, and Oak Hill as well as pockets in the southern area. Mr. Brewer explained and pointed out the areas that are eligible at this time for the GREAT Program. He noted that at this time the speed threshold makes Butner and Creedmoor ineligible, but that if the speed threshold changes some areas may be eligible.

Assistant County Manager Weichel noted that this is an eligible expense for funds received by Granville County through the Coronavirus State and Local Fiscal Recovery Funds (part of the American Rescue Plan Act of 2021) and asked the Board to consider approval of the Memorandum of Understanding (MOU) included in the agenda packet.

Commissioner Karan asked for additional time to consider the MOU.

Commissioner Jay concurred and asked to consider the item during the budget.

County Manager Felts said the item would need to be added to the retreat agenda in order to meet the grant deadline at the end of March.

Commissioner May asked if a map of the coverage could be provided and about the plans for expanding fiber coverage in other areas not identified.

Chairman Cozart directed the County Manager to put this item on the upcoming retreat agenda.

AFTER HEARING PRESENTATION, BOARD APPROVED REQUEST FROM GRANVILLE HEALTH SYSTEM TO PURCHASE PROPERTY AT 101A PROFESSIONAL PARK DRIVE, OXFORD

Chairman Cozart explained that Granville Health System (GHS) proposes to acquire 101A Professional Park Drive. The 101A Professional Park Drive property is a condominium unit consisting of 8,420 square feet formerly occupied by Oxford Family Physicians. The lower unit is occupied by Center for Women's Health, P.A. This building is adjacent to the Granville Health System campus. GHS plans to use the space for physician practice medical office space.

John Snow, CEO of Granville Health System, asked the Board to consider approval of the purchase of 101A Professional Park Drive, Oxford. He noted that this request does not include acquiring the lower part of the building. He said the building contains 14 exam rooms and 10 offices and that the asking price is \$830,000. He noted that this request was being brought before the Board of Commissioners because Granville County holds title to all Granville Health System Real Property as required by the Resolution Establishing the Board of Trustees. GHS plans to purchase the property with cash from operations and may refinance

later with a Local Government Commission-approved loan. The property is adjacent to the hospital.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved the request to purchase the property at 101A Professional Park Drive, Oxford consisting of 8,420 square feet at the cost of \$830,000 using existing Granville Health System funding.

AFTER HOLDING PUBLIC HEARING, BOARD APPROVED ECONOMIC INCENTIVE PACKAGE AND RESOLUTION FOR PROJECT FROZEN – MEEL CORPORATION

Chairman Cozart said the purpose of the public hearing was to receive the views of the public on aiding and encouraging the relocation and expansion of industrial facilities in Granville County.

Chairman Cozart declared the public hearing open and read the notice regarding public comments for remote meetings. He then recognized Harry Mills, Economic Development Director, to provide an overview.

Harry Mills, Economic Development Director, 310 Williamsboro Street, Oxford, NC, stated that NCGS 158-7.1 requires a public notice that was completed prior to the public hearing. He said that Project Frozen – Meel Corporation is the relocation of a manufacturing company to Granville County and is based out of Miami, Florida. The company will invest approximately \$5.7 million and employ 24 new employees. The maximum costs of the County-funded improvements will be up to \$32,500 in accordance with the County funding policy to serve as a 50% match of \$25,000 towards the \$50,000 One NC Grant and a 5% match of \$7,500 towards the \$150,000 Building Reuse Grant awarded by the North Carolina Department of Commerce. He requested that following the public hearing, the Board's approval of the grant match and associated resolution.

No public comments were received for the public hearing.

Chairman Cozart closed the public hearing.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Russ May, and unanimously carried, the Board approved a \$25,000 match for the \$50,000 One NC Fund Grant and a \$7,500 match for the \$150,000 Building Reuse Grant for Project Freeze (Meel Corporation) and the following associated resolution:

**AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE APPLICANT
North Carolina Department of Commerce Building Reuse Program**

WHEREAS, in June 2004, the North Carolina General Assembly passed House Bill 1352, authorizing funds to stimulate economic development and job creation in distressed areas through constructing critical water and wastewater facilities, addressing technology needs, renovation of vacant buildings, and implementation of research and demonstration projects; and,

WHEREAS, in July 2007, the General Assembly passed House Bill 1473 to expand the Economic Infrastructure Fund and to provide funding to facilitate economic transitions in rural communities; and,

WHEREAS, the North Carolina Department of Commerce's Rural Economic Development Division's Building Reuse Program was created to spur economic activity and job creation by assisting in the productive use of buildings in rural areas; and,

WHEREAS, the County of Granville is engaged in activities to assist in the productive use of buildings, specifically the renovation of the building for Meel Corporation located at 112 Corporation Drive, Oxford, NC that will increase the number of jobs in the area; and,

WHEREAS, the County of Granville requested grant assistance from the North Carolina Department of Commerce's Rural Economic Development Division's Building Reuse Program;

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COMMISSIONERS OF THE COUNTY OF GRANVILLE:

That the County of Granville will provide 50% match of the \$50,000 One NC grant award for the project,

That the County of Granville will provide a 5% match of the 150,000 Building Reuse Grant,

That the County of Granville will provide for efficient administration, implementation, and operation/maintenance of the grant.

That the County Manager is hereby authorized and directed to furnish such information as the North Carolina Department of Commerce may request in connection with the grant application and project; to make assurances as contained above; and to execute such other documents as may be required in connection with the application and grant.

That the County of Granville has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 7th of February 2022.

PUBLIC COMMENTS

Chairman Cozart announced that public comments were submitted by **Lynn Allred, 6070 Highway 96 North, Oxford, NC.** He read the first paragraph of the following public comments submitted:

Arbor Day, 2022 will be observed in North Carolina on March 18. According to the N.C. Forest Service, Arbor Day is observed each year to encourage outdoor beautification and to draw attention to our natural resources through the planting of trees. In many areas across the state, celebrations are held through a tree-planting ceremony on public grounds, with a goal of adding beauty, shade, and a place to gather in their communities.

With that idea in mind, the Granville Athletic Park is an ideal place to bring awareness to the natural beauty of our county, and could be a potential setting for a “memory garden” – dedicated to those who have made a difference in our county.

I would like to propose a County-sponsored tree planting ceremony at the GAP, to be held in Spring of 2022, to honor the memories of former County Commissioners Dave Currin, Edgar Smoak and Owen Roberts, who we sadly lost in recent years. Trees planted in their memory could be weeping willows, flowering dogwoods, or other small low-maintenance trees to be planted in a corner area of the park, where the names of those honored could be engraved on a park bench, designating the area as a place to sit, reflect and enjoy the beauty of the Granville Athletic Park.

This tree-planting ceremony could also serve as a community gathering to bring awareness to Arbor Day and to the Park, as well as to the impactful work of these former Commissioners, who were dedicated to enriching the lives of our county residents. Participation from the Commissioners’ families and members of the public could also be a special part of the ceremony, with an invitation to contribute comments and add personal memories.

Assistance for this project can be readily available through already-existing partnerships with the N.C. Forest Service and N.C. Cooperative Extension. The Granville Gardeners and other local organizations may also be interested in assisting with an Arbor Day celebration.

Please consider this suggestion, and let me know if I can be of any assistance in making this a reality. (National Arbor Day is designated as the last Friday in April, if the weather on March 18 is a concern.)

Commissioner Hinman said she would like to make a motion to do a recognition of former commissioners that have passed away and to plant trees in their memory.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved a County-sponsored tree planting ceremony at the Granville Athletic Park to honor the memories of former County Commissioners Dave Currin, Edgar Smoak and Owen Roberts to coincide with Arbor Day which is being celebrated March 18th in North Carolina.

****A memorial tree dedication event was held at the Granville Athletic Park on Friday, April 29th at 3:00 p.m.**

BOARD APPROVED UPDATING THE DETENTION CENTER PAY TEL CONTRACT

Chairman Cozart stated that the next item was to approve an updated contract with Pay Tel Communications, Inc. as the exclusive provider of enabled and secured inmate communication services to inmates. He explained that with a need to improve security, reduce contraband, and provide safety to detention staff, the Granville County Sheriff’s Office and Detention Center staff reached out to our existing vendor, Pay Tel Communications (Pay Tel) to include mail scanning services to the existing list of enabled and secured inmate communication services.

Sheriff John B. Hardy and Major Edward Cash, Detention Administrator, explained that it takes approximately two hours a day to go through inmates' mail and the potential exists for contraband items to come through the mail. They recommended updating the Pay Tel contract to include the mail scanning services and the extension of the contract.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Russ May, and unanimously carried, the Board approved an updated contract with Pay Tel Communications, Inc. as the exclusive provider of enabled and secured inmate communication services to inmates and authorized the County Manager and/or County Attorney to make non-substantive changes to the contract.

BOARD APPROVED VEHICLES FOR THE SHERIFF'S OFFICE

This item was walked in as an add-on to the agenda.

Sheriff Hardy requested approval to purchase two (2) vehicles using North Carolina State Contract pricing from Performance Automotive in Clinton, NC and two (2) vehicles from Dominion Dodge in Bedford, VA. The request for the purchase of these additional vehicles was due to the very short supply and the current fleet needs replacements as soon as possible. In August 2021, the Board approved the purchase of ten vehicles, however at that time only six could be provided. The dealership could not place the remaining four on backorder.

County Manager Felts noted that funds are available in the current budget. When asked by County Attorney Wrenn, he noted that the quotes from the Virginia dealer are below the state contract pricing.

Upon a motion by Commissioner Russ May, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved purchasing a Dodge Charger priced at \$28,607 and a Dodge Durango priced at \$38,089 using North Carolina State Contract pricing from Performance Automotive in Clinton, NC; and two (2) Dodge Durango AWD Pursuit vehicles priced @ \$35,387 each from Dominion Dodge in Bedford, VA, for a total cost of \$137,470 for the four (4) vehicles from the fiscal year 2021-2022 budget.

BOARD APPROVED CONCRETE PAD CONSTRUCTION AT BUTNER LANDFILL SITE

Chairman Cozart said the next item was to consider the construction of a concrete pad near the Butner Scale house to store three (3) 30-yard waste containers to accept construction and demolition wastes. Staff sent out proposals for pricing of a 50' x 50' concrete pad to have

the ability to accept construction and demolition wastes at the Butner Convenience Site and received the following bids:

Vendor	Bid
Briggs Grading & Excavating	\$47,380.00
Carrington Clearing and Grading	\$26,521.00
New Ground Construction	\$43,590.00
Vance Construction	\$31,776.00

When asked about the difference in the bids, County Manager Felts explained that specs were provided for the project and that supply and demand has affected bidding prices.

Scott Phillips, Development Services Director, noted that the low bidder is local, has done other projects, and does good work.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved contracting with Carrington Clearing and Grading for construction of a concrete pad at the Butner Scale House for three (3) 30-yard waste containers to accept construction and demolition wastes at a not-to-exceed amount of \$26,521.00 with funding from the Solid Waste Enterprise fund.

BOARD APPROVED 2024 TAX VALUATION PROJECT

Chairman Cozart explained that during the regular meeting held on September 8, 2020, the Granville County Board of Commissioners authorized staff to notify the North Carolina Department of Revenue (NCDOR) of the County’s decision to adopt a six-year revaluation cycle. The Board subsequently, on October 5, 2020, approved the authorizing resolution adopting the six-year revaluation cycle, which remains on file with NCDOR and set our next revaluation effective date as January 1, 2024.

County Manager Felts added that the County decided to use the request for qualifications rather than a request for proposal method, therefore price was not a component of the selection process. The Tax Office issued a Request for Qualifications (RFQ) for services to conduct Granville County’s 2024 Revaluation on December 10, 2021, with a deadline of January 14, 2022. Three companies responded by the RFQ deadline, and they were C.B. Ferris, Pearson’s Appraisal Service, and Vincent Valuations. A review panel of tax department staff reviewed the responses and recommended Pearson’s Appraisal Service. Pearson’s Appraisal Service has conducted the previous four revaluation projects with excellent results.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved contracting with Pearson’s Appraisal

Service to conduct Granville County's 2024 Revaluation, and authorized the County Tax Administrator, County Manager, and County Attorney to prepare a contract based on a negotiated price for the Board's subsequent consideration and approval.

BOARD APPROVED INTERIOR ALTERATIONS FOR THE CLERK OF COURT OFFICE

Granville County received competitive bid proposals on January 21, 2021, for the interior alterations needed for the Granville County Clerk of Court. The needed office alterations are to accommodate their increasing number of estates, adoption, land division, and other special proceedings within their department each year, as well as some added security elements for the cashier's area.

Scott Phillips, Development Services Director, noted that he contacted five (5) contractors, but only received two (2) bids. He recommended the alternate bid for carpet tiles instead of broadloom carpet.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved awarding the construction contract for interior alterations for the Clerk of Court office to J.L. Williams Construction Company in the amount of \$39,605.00, and add alternate of \$2,899.00 for carpet tile instead of broadloom carpet, for a total of \$42,504.00 from the fiscal year 2021-2022 budget.

BOARD APPROVED BASEBALL DUGOUT COVERS FOR FIELDS 3 AND 4 AT THE GRANVILLE ATHLETIC PARK

Granville County received competitive bid proposals on January 21, 2021, for the replacement of the existing aluminum-framed, canvas-covered dugout covers with wood-framed structures utilizing 29-gauge metal roof. This work request is identical to what was done in 2019 for fields 1 and 2.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved awarding the construction contract for the replacement of baseball dugout covers at fields 3 and 4 at the Granville Athletic Park to Paul Williford Builder for the amount of \$39,000.00 from the fiscal year 2021-2022 budget.

PROCLAMATIONS, RESOLUTIONS AND LEGISLATIVE MATTERS

There were no matters brought up at this meeting.

BOARD APPOINTED STACEY BUFFINGA (DISTRICT 1) TO THE GRANVILLE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Timothy Karan, and unanimously carried, the Board appointed Stacey Buffinga (District 1) to the Granville County Library System Board of Trustees.

BOARD APPOINTED ED SOSA (DISTRICT 6) TO THE JUVENILE CRIME PREVENTION COUNCIL

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Russ May, and unanimously carried, the Board appointed Ed Sosa (District 1) to the Juvenile Crime Prevention Council.

BOARD REAPPOINTED BARBARA HARRIS (DISTRICT 2) TO THE ADULT HOME CARE COMMUNITY ADVISORY COMMITTEE

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Sue Hinman, and unanimously carried, the Board reappointed Barbara Harris (District 2) to the Adult Home Care Community Advisory Committee.

BOARD APPOINTED MEMBERS TO THE NURSING HOME COMMUNITY ADVISORY COMMITTEE

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Timothy Karan, and unanimously carried, the Board reappointed Sarah Mayfield (District 1) and Jason Jenkins (District 5) appointed George Bullock (District 2) to the Juvenile Crime Prevention Council.

BOARD APPOINTED MEMBERS TO THE ANIMAL CONTROL ADVISORY COMMITTEE

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Sue Hinman, and unanimously carried, the Board reappointed Sarah Gabel (District 2), Dr. Abigail Crownshaw (District 3 appointed by District 4), and Angela Gooch (District 6) to the Animal Control Advisory Committee.

BOARD APPOINTED MEMBERS TO THE AGRICULTURAL ADVISORY BOARD

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Timothy Karan, and unanimously carried, the Board reappointed Sandy Gabel (District 1) and Randy Guthrie (District 3) and appointed Shelby McStoots (District 6) to the Agricultural Advisory Board.

BOARD APPOINTED MEMBERS TO THE GRANVILLE COUNTY HUMAN RELATIONS COMMISSION

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Sue Hinman, and unanimously carried, the Board reappointed William O. Betts (District 3 appointed by District 1) and Ethel Anderson (District 1), and appointed Lynn Cooper (Staff Representative) to the Granville County Human Relations Commission.

BOARD REAPPOINTED STEWART HARRIS, ALTERNATE (DISTRICT 1) TO THE OXFORD ZONING BOARD OF ADJUSTMENT

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Sue Hinman, and unanimously carried, the Board reappointed Stewart Harris, Alternate (District 1) to the Oxford Zoning Board of Adjustment.

BOARD APPOINTED MEMBERS TO THE VETERANS AFFAIRS COMMITTEE

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Sue Hinman, and unanimously carried, the Board reappointed Ronnie Boyd (District 2), Harriet Morton (District 4) and Allan Strickland (District 6) to the Veterans Affairs Committee.

COUNTY MANAGER'S REPORT

County Manager Felts requested a closed session for an attorney-client matter.

BOARD APPROVED MARK III AS EMPLOYEE BENEFITS BROKER

Chairman Cozart said the next item was to approve a change to a new employee benefits broker. A review of our current insurance broker was done to make sure that we are getting the best brokerage services to support the needs of the County, as well as the best insurance coverage available to our employees.

Human Resources staff and six other county employees from various departments served on a committee to review the benefits and services currently being offered to our employees. Request for proposals for insurance brokers was received from approximately eight insurance brokers and the committee selected the top three vendors to interview.

- Gallagher (current insurance broker)
- Mark III
- Pierce Group

The committee selected Mark III as the proposed insurance broker for employee benefits based on their experience in the industry, the services they can provide to the county and employees, emerging trends, and cost savings.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved Mark III as the County's new insurance broker for employee benefits

PROPOSED AMENDMENTS TO THE GRANVILLE COUNTY PERSONNEL POLICY – INFORMATION-ONLY ITEM

County Manager Felts stated that the next item was for information only. He then explained that periodic amendments to the Personnel Policy are necessary in order to address the County's growth and changing needs, to provide additional clarification on the application of specific policies, and/or to reflect the most current employment law legislation. Throughout the past year as staff consulted the policy for guidance on various personnel matters, county administration and human resources analyzed the current policy to identify where updates or clarification were indicated. Proposed amendments were then incorporated into the original policy document utilizing the track changes feature to ensure they were easily recognizable to the reader.

A Summary of Key Amendments to Personnel Policy were included in the agenda. Board members asked questions and for clarification. Commissioner Smith asked about the new policy for holidays and leaves of absence as the new policy adds an exclusion of elected sheriff and register of deeds positions from earning annual leave. County Manager Felts said he would set up a meeting with Kathy Taylor, Register of Deeds regarding the change.

Commissioner May asked for clarification of the policy for outside employment with the Sheriff's Office and Commissioner Jay asked for clarification on the on-call and call-back compensation.

After discussion and clarification, County Manager Felts said that if there are further questions to send an email and then noted that the Personnel Policy will be on the Board's annual retreat agenda for further discussion.

COUNTY ATTORNEY'S REPORT

County Attorney Wrenn said he had one attorney-client matter for closed session.

BOARD PRESENTATIONS

Commissioner May thanked the County Manager and Veterans Services for looking at expanding services to Creedmoor and said he hopes that more services can be added at the Sheriff's satellite office once a Veterans Service Tech is hired. He mentioned that the Juvenile

Crime Prevention Council (JCPC) and Tiana Jones and Charissa Puryear with Teen Court are working to establish Teen Traffic Court. If approved by District Attorney's Office and Courts, they will work to ensure the appropriate Chapter 20 violations are brought to Teen Traffic Court once established.

Commissioner Smith reported that the Granville County Senior Center SHIIP (Senior Health Insurance Information Program) team assisted 660 Medicare recipients during the seven-week open enrollment period and helped save them \$470,271. He said that in the last five (5) years, the team has saved clients \$2,862,656 and thanked them for their efforts.

Chairman Cozart reported that Elizabeth Gibson, the Creedmoor Elementary School student that had winning artwork in the National Association of Counties (NACo) student art contest, had her drawing of the Granville County Courthouse featured on the front page of the 2022 calendar. He noted that Brim Royster, J.F. Webb High School student, also had his drawing of his family members in the calendar. He thanked Commissioners Hinman, Jay and Karan for attending the upcoming Legislative Goals conference.

BOARD WENT INTO CLOSED SESSION

County Manager Felts gave instructions for the Zoom breakout session for the closed session.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Russ May, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(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.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board returned to open session.

BOARD ADJOURNED

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Russ May, and unanimously carried, the Board adjourned the meeting at 9:41 p.m.

Respectfully submitted,
Debra A. Weary, NCMCC, CMC
Clerk to the Board

APPROVED BY:

Tony W. Cozart, Chairman

OXFORD, NORTH CAROLINA
March 21, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a regular meeting on Monday, March 21, 2022, at 7:00 p.m. in the Auditorium, Granville Expo and Convention Center, 4185 US Highway 15 South, Oxford.

Present were:

Chairman: Tony W. Cozart

Commissioners: Jimmy Gooch Timothy Karan
Sue Hinman David T. Smith
Zelodis Jay

Russ May was absent.

County Manager: Michael S. Felts
Assistant County Manager: Korena Weichel
County Attorney: James C. Wrenn, Jr.

News Reporters: David Murray – *Oxford Public Ledger*

MEETING CALLED TO ORDER

At 7:00 p.m., Chair Tony W. Cozart called the meeting to order. He announced that Vice Chairman Russ May was absent due to the death of his mother and extended condolences to the May family. He then recognized Commissioner Zelodis Jay for the invocation and Pledge of Allegiance.

CONSENT AGENDA APPROVED

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved the consent agenda as follows:

- (A) Approved the Summary of Contingency and Use of Fund Balance report that showed the following balances:

General Contingency Balance	\$	14,000
School Bond D/S Contingency	\$	100,000
Environmental Disaster Contingency	\$	10,000
General Fund Appropriated Fund Balance	\$	4,485,784

- (B) Approved Tax Refunds, Releases and Write-offs as follows:

Refunds	January 2022:	\$3,433.43
Releases	January 2022:	\$ 133.22
Write-offs (\$2 and less)	January 2022:	\$ 10.93

Refunds	February 2022:	\$4,332.08
Releases	February 2022:	\$5,029.25
Write-offs (\$2 and less)	February 2022:	\$ 75.38

- (C) Approved minutes of the October 18, 2021 Regular Meeting and October 27, 2021 Joint Meeting.

PROCLAMATION HONORING THE LIFE AND SERVICE OF BONNIE BREEDLOVE

Commissioner Timothy Karan read the following proclamation on behalf of Commissioner Russ May who was unable to attend. The Breedlove family was presented the proclamation and a coin on behalf of the Granville County Commissioners.

**Proclamation Honoring the Life and Service of
Bonnie Clayton Breedlove
May 19, 1944 – February 26, 2022**

WHEREAS, the Granville County Board of Commissioners issue this proclamation in recognition and memory of Bonnie Clayton Breedlove's long-time service to Granville County; and

WHEREAS, Bonnie having lived in Granville County most of her life, felt strongly about service to others, and was a strong voice for Granville County. Bonnie was not one who just spoke about concerns as she would pursue issues in hopes of achieving a greater outcome for her community; and

WHEREAS, Bonnie served on the Granville County Senior Services Advisory Committee; worked with the Granville County Library System; belonged to the Granville County Genealogy Society; worked with the Granville County Board of Elections as a poll worker, chief judge, one-stop poll worker in charge; served as a member and secretary of the Granville County Board of Elections; and was an active member of Pleasant Grove Baptist Church; and

WHEREAS, Bonnie leaves behind a large family whom she loved dearly. Let it be known, Bonnie's voice will not be silent, as she left a legacy of love and commitment for community service; and

WHEREAS, the Granville County Board of Commissioners thanks James Breedlove and the Breedlove family for their support of Bonnie's service to Granville County; and

WHEREAS, the Granville County Board of Commissioners will be forever grateful that Bonnie shared her time and talents with our County, and that her family knows that she will be sorely missed; and

NOW, AND THEREFORE, BE IT PROCLAIMED, that the Granville County Board of Commissioners do sincerely and humbly join the family and the Granville County community in celebrating the life and service of Bonnie Clayton Breedlove.

This the 21st day of March 2022.

Chairman Cozart thanked the Breedlove family for Mrs. Breedlove's service to Granville County.

RECOGNITION OF EDWARD LATTA – ORANGE STREET COMMUNITY CENTER BOARD OF TRUSTEES

Commissioner Jay presented Edward Latta with a certificate and coin on behalf of the Board to thank him for his 25 years of service on the Orange Street Community Center Board of Trustees.

Mr. Latta thanked the Board of Commissioners, committee members, and the community for their support.

Chairman Cozart and Commissioner Hinman made comments and thanked him for his service.

PRESENTATION OF SOCIAL WORK MONTH PROCLAMATION

Chairman Cozart said that the purpose of this presentation was to recognize Granville County Social Workers during Social Work Month.

Chairman Cozart stated that March is Social Work Month. The Granville County Department of Social Services has 24 social workers and 2 interns, the Senior Center has 1 social worker, and Granville-Vance District Health Department has 6 social workers.

Commissioner Sue Hinman read the following proclamation and presented Social Workers with a Granville County book, coin, and goody bag:

**SOCIAL WORK MONTH 2022 PROCLAMATION
"SOCIAL WORKERS ARE ESSENTIAL"**

WHEREAS, the Social Work Profession for decades has been dedicated to improving human well-being and enhancing the basic needs of all people—especially the most vulnerable among us; and

WHEREAS, Social Workers have always been present in times of crisis, pandemic, helping people overcome issues such as death and grief and helping people and communities recover from natural disasters such as fires, hurricanes, and earthquakes; and

WHEREAS, the Social Work Profession is one of the fastest growing professions in the United States, with nearly 800,000 people expected to be employed as Social Workers by 2028; and

WHEREAS, Social workers work in all parts of our society to empower people to live to their fullest potential; and

WHEREAS, Social Workers are critical essential workers in our health care system, and continue to serve in a critical essential role in response to the global Coronavirus Disease 2019 (Covid-19) public health emergency, helping individuals, families, and communities cope; and

WHEREAS, Social Workers are one of the largest groups of mental health care providers in the community, and work daily to help people—whether in person or remotely—overcome substance use disorders and mental illnesses such as depression and anxiety; and

WHEREAS, Social Workers will continue to stand ready to assist our community in overcoming present and future challenges;

NOW THEREFORE, in recognition of the numerous contributions made by Social Workers, the Granville County Board of Commissioners proclaim the month of March 2022 as Social Work Month and call upon all citizens to join Granville County in celebration and support of the Social Work Profession.

This the 21st day of March 2022.

Chairman Cozart thanked the Social Workers for their hard work and dedication especially during the challenges of COVID recently.

DISCUSSION OF GREAT GRANT PROJECT PROPOSAL

Chairman Cozart requested that this item be moved to the County Manager's Report section of the Agenda.

PUBLIC COMMENTS

Mike Wood, 1145 Will Suitt Road, Creedmoor, NC, Mr. Wood stated that he just wanted to give an update on the Algae Turf Scrubber; that notorious beast that the City of Durham wants to try to slip in on the County. He stated that it is not dead. It is still alive. He continued that they do have \$750,000 in their FY 2023 budget for this animal. He stated that they are monitoring it and that it has not shown up on their council meeting agenda or their workshop as of yet, but when it does, they are ready to have a conversation with them. He said they are reaching out to them through email and through our friends in Durham County. He continued that Durham County has formed a group called "Keep Durham Rural." Mr. Wood stated further that as the Board may or may not have been aware of, there is a massive level of development going on by the City of Durham especially encroaching in towards our area. He stated further that at some point, there may not be a Durham County, it may be all the City of Durham at the rate they are going. Fortunately, he stated, he has been able to speak with a scientist from North Carolina State University that has been able to come up with a mathematical formula that can calculate the nitrogen runoff from a development site so that they can calculate the amount of nitrogen running in from the development. He continued that there is a treatment plant on Lick Creek which is right off Highway 98 that will handle 10,000 acres of development and they are fast approaching filling that up. He stated that the mathematical formula would cause 26,000 tons of nitrogen to flow per year into Falls Lake, and the Algae Turf Scrubber, if it was implemented would only remove 6 tons a year and that's just from one pump station. He asked the Board to imagine all the other stuff and noted that that is based on 24% impervious soil in the development area. He continued that it is Durham's money. Durham can do it in Durham, but that the point he was trying to get across is the efficiency of it. He stated that it is not a value for Granville County. He continued that he would have a better update for the Board in a month and that he would bring the petitions to the Board. He continued that he would continue to monitor and trust and believe that if the

County Commissioners heard anything further that they would let him know because, Durham County folks, have not reached out to the community as they were asked to.

Chairman Tony Cozart stated that he appreciated the update.

Gary Wade, 9549 Summer Breeze Lane, Bullock, NC, noted to the Board that they had been given a proposal regarding dog hunting. He stated that this was not just him but that he represented hundreds of people. He asked the County Commissioners to look at the proposal and to take it under advisement. He stated that this was something that had been going on for years and it will continue to go on. He stated further that Granville County has been pretty much a rural county and that it has 61,000 people in the whole county and that's the most recent figures. He stated that here's what happens, the dogs are turned loose on small tracks of land, public land, and private land—five to ten acres. He stated that within two minutes the dogs are on his property as well as someone else's property and they are doing damage. He stated that they catch the dogs up and return them to their owners. He stated that the dogs are not vaccinated or tattooed, and that Granville County has a statute that takes care of that, but it would be a huge job. He continued that the big picture is this, we are not taking anything away from the dog hunters. This is not a suggestion. He stated that he is a hunter, and he does not want to see any kind of hunting stopped but that it just needs to be regulated. Mr. Wade stated that in the southern part of the county, they've got the Butner Falls game lands. It's 40,505 acres; that's 63 square miles. He stated that if you were to put a pack of dogs in there, they can run their hearts out but noted that you cannot put them next to his house on 10 acres of Army Corps land because they are in his yard and his neighbor's yard. He continued that the other hunters have leased land. Mr. Wade stated that he has friends and acquaintances on both sides of the county and some of them have fenced their land in just to keep the dogs out. He stated that this was not a good thing because eventually, it would keep him and others out. He stated that you couldn't go up and say, "Can I crawl in your fence?" where in the past you have been able to go to a lot of these people and obtain permission. He stated that the biggest thing is the trespassing and when you confront these people about the trespassing, they do not politely apologize and leave but they are aggressive. They are armed. He continued that if he confronted them, and he's also armed, that would not be a good thing. He inquired if they could get this proposal or something like it. He stated to the Commissioners that "You guys have got the power." He continued that lots of local laws could fall under this

wildlife, and in big bold print, it says that the local law shall prevail. He then asked if the Commissioners had any questions he could answer.

Chairman Cozart asked if there were any questions. He then thanked Mr. Wade for sharing and for taking the time to write his proposal and noted that the Board will have the proposal for future reference. The proposal was regarding changes in local law regulating the hunting of deer with dogs.

Phyllis Wade, 9549 Summer Breeze Lane, Bullock, NC, signed up but did not speak. She had intended to yield her time to Mr. Wade, but he finished in three minutes.

Chairman Cozart thanked those for coming and sharing their comments and noted that the comments would be taken under advisement.

**BOARD APPROVED EXTERIOR STOREFRONT SIGNAGE FOR
DEPARTMENT OF SOCIAL SERVICES – SOUTH BRANCH OFFICES**

Chairman Cozart stated that this request is for consideration to award a service contract for the fabrication and installation of the exterior storefront signage. Granville County received two competitive bid proposals for the exterior storefront signage needed for the shopping center location identification. The proposal(s) adhere to Exhibit E/Sign Criteria identified in our lease agreement and the Town of Butner Zoning Ordinance. The signage consists of individual 24” high internally illuminated letters as indicated on the attached exterior rendering.

Listed below are the two companies that provided pricing:

- McCorkle Sign Company, Inc. \$12,079.00
- Elite Custom Signs, Inc. \$12,864.26

Chairman Cozart stated that the County Development Services Director recommended awarding the service contract to McCorkle Sign Company, Inc. for an amount of \$12,079.00.

County Manager Felts stated that the contract meets the requirements of the lease and the Town of Butner.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved awarding the service contract to McCorkle Sign Company, Inc. for an amount of \$12,079 for the fabrication and installation of exterior signage for the DSS South Branch Office.

BOARD APPROVED EXPANDED FOOD AND NUTRITION EDUCATION PROGRAM POSITION

Chairman Cozart stated that the purpose of the next item was to consider authorizing a EFNEP (Expanded Food and Nutrition Education Program) position through Cooperative Extension. He noted that information was included in the agenda packets.

County Manager Felts stated that the first year will be fully funded by A & T University and then the County will assume 50% of the position costs in the second and future years. Funding is available in the existing “send-in” funding allotment to pick up this position after the initial 12 months.

Commissioner Karan said as the liaison to Cooperative Extension that the Expanded Food and Nutrition Education Program is a far-reaching program and the department touches so many lives. Cooperative Extension is a resource for our youth and community and provides hands-on and evidence-based lessons to meet the needs of the community. He then made a motion.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved authorizing the Expanded Food and Nutrition Education Program position to be fully funded through A & T University as a send-in position the first year and then as a 50/50 position after 12 months.

BOARD APPROVED TACTICAL EQUIPMENT FOR SHERIFF'S OFFICE

Chairman Cozart stated that the purpose of this item was to receive approval to purchase 14 sets of Special Response Team (SRT) tactical equipment consisting of communications equipment, ballistic entry vests, and helmets.

Sheriff Hardy explained that they are working on establishing a Special Response Team and getting the equipment and training needed. The request was being made to purchase 38 duty holsters, 36 pistol lights with batteries, 65 trauma tourniquets with a carrier, and 10 shotgun conversion kits to accommodate less lethal devices (bean bag rounds). This equipment is to provide deputies with the safety equipment they need to do their duty safely and effectively. He said the pricing was received for the equipment listed above from a state contract approved vendor, Dana Safety Supply, in the amount of \$100,446.96.

Commissioner Hinman asked for clarification of funding and Sheriff Hardy said the purchase will be paid out of asset forfeiture funds.

Commissioner Smith noted that there are no tax dollars involved.

When asked, Sheriff Hardy said that his office is working on adopting policies and procedures for the SRT team to use the equipment.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved the purchase of tactical equipment for a Special Response Team from Dana Safety Supply in the amount of \$100,446.96 using Treasury Forfeiture Funds.

Commissioner Karan noted that he is fully in favor of these purchases as well as infrared technology for search and recovery or looking for criminals and that as long as we have asset forfeiture dollars, we should use them to upfit our Sheriff's Department.

BOARD APPROVED CONTRACTING WITH GARRETT & MOORE FOR TASK ORDERS #7 AND #8 - WELL ABANDONMENT AND CONSTRUCTION ADMINISTRATION

Chairman Cozart stated that the purpose of this item was to review and approve Task Orders #7 and #8 for well abandonment and construction administration for new cell construction development (Unit 2, Phase 2) at the landfill. He stated further that Task Order #7 details the costs involving supervision of well abandonment for monitoring wells associated with the building of the current cell (Unit 2, Phase 1) as well as the installation of one new replacement monitoring well. These abandonments and the installation of a replacement well are necessary in order to build Phase 2.

Jason Falls, Solid Waste Management Director, stated that Task Order #8 details the costs associated with the engineering and construction administration of the new cell. Many of these costs are due to state rules requiring on-site observation as well as reporting and other assurances. He noted that funds are available in the Solid Waste Enterprise Fund for this project.

County Attorney Wrenn stated that some legal clauses needed to be added to this request.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved contracting with Garrett & Moore, Inc. to perform Task Order #7 for well abandonment for Unit 2, Phase 1 at a cost not-to-exceed \$12,280.00 and Task Order #8 for construction administration for new cell construction development of Unit 2, Phase 2 at a cost not-to-exceed \$298,053.85 any added legal clauses deemed necessary by the County Attorney for this project.

BOARD APPROVED SOLID WASTE EQUIPMENT REPAIR

Jason Falls, Solid Waste Management Director, stated that County staff purchased a 924 H Caterpillar from Gregory Poole in Raleigh with the assistance of a solid waste grant in 2004. The loader has served its purpose since then stockpiling wood waste, tires, and scrap metal. It is also used extensively for loading mulch for the public and landscape contractors. Mr. Falls recommended that the Board approve the estimate for equipment repair at an estimated cost of \$31,157.50.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved a transmission replacement of a wheel loader by Gregory Pool Equipment Company in the amount of \$31,157.50 for parts and labor.

BOARD APPROVED CITYSCAPE AGREEMENT FOR WIRELESS CONSULTING

County Manager Felts stated that the purpose of this item was to approve CityScape Agreement for Wireless Consulting. He noted that Barry Baker, Planning Director, was also present to answer questions. He continued that this agenda item was for a 3-year extension of the CityScape agreement for wireless consulting. The agreement provides for new tower and antenna collocation review for compliance with federal, state, and local regulations. The consultant attends major special use permit hearings to provide technical guidance and advice. The agreement also provides for the consultant to negotiate with providers for collocation on County-owned towers. Finally, the agreement provides for the consultant to conduct additional consulting services for the County if approved by the County. The consulting firm has provided same services to the County for approximately 12 years.

County Manager Felts stated that funding is in the annual budget and that applicants pay the review fee to County and then the County pays a review fee to Cityscape after review is finished. He noted that the County Attorney and the Consulting Firm have reviewed the draft agreement.

Commissioner Karan asked if there was a time frame when a tower is approved until it is built.

Barry Baker stated that any major use permit must obtain a building permit within two years of approval.

Commissioner Karan and Commissioner Smith mentioned towers located on the corner of Highway 56 and Walters Road and one up Highway 96 North that were approved but assets have not been put up.

Mr. Baker noted that the applicant can request up to 5 years, but they have to ask, and it has to be approved.

Upon a motion by Commissioner David T. Smith, seconded by Commissioner Timothy Karan, and unanimously carried, the Board approved a three (3) year extension of the CityScape Agreement for Wireless Consulting.

PROCLAMATIONS, RESOLUTIONS AND LEGISLATIVE MATTERS

There were no proclamations, resolutions, or legislative matters to report.

BOARD REAPPOINTED WILLIAM R. "BILL" CROSBY TO THE GRANVILLE COUNTY ABC BOARD

Chairman Cozart noted that the term of William R. "Bill" Crosby expires in March and that Mr. Crosby would like to be reappointed.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner David T. Smith, and unanimously carried, the Board reappointed William R. "Bill" Crosby to the Granville County ABC Board.

BOARD APPOINTED VICKIE SMOAK AS A REGULAR MEMBER OF THE SOUTH GRANVILLE MEMORIAL GARDENS BOARD OF TRUSTEES

Chairman Cozart noted that Dallas Champion passed away and Vickie Smoak, alternate, is recommended to fill the vacancy as a regular member. The South Granville Memorial Gardens Board of Trustees will recommend a replacement for the alternate position as a later date.

Upon a motion by Commissioner Jimmy Gooch, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board appointed Vickie Smoak as a regular member of the South Granville Memorial Gardens Board of Trustees.

BOARD APPOINTED MIKE WOOD (DISTRICT 7 APPOINTED BY DISTRICT 6) TO THE GRANVILLE COUNTY CITIZENS ADVISORY COMMITTEE FOR ENVIRONMENTAL AFFAIRS

Commissioner Karan stated that Tony Santangelo resigned from the Environmental Affairs Committee and that he would like to recommend a replacement.

Commissioner Jay thanked Mr. Santangelo for serving on the committee and for his help with litter sweeps.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board appointed Mike Wood (District 7 appointed by District 6) to the Granville County Citizens Advisory Committee for Environmental Affairs.

BOARD ANNOUNCED SPRING LITTER SWEEP – INFORMATION ONLY

Chairman Cozart stated the purpose of this agenda item was to announce the NCDOT Spring Litter Sweep to be held on Friday, April 22, 2022. He stated further that the County had taken a stance to address litter issues in the County and that twice each year, County employees and the Commissioners are provided the opportunity to participate in a litter cleanup program in conjunction with the NCDOT Litter Sweep Program.

County Manager Felts gave a shout-out to Jason Falls for coordinating the sweep twice a year. The NCDOT sponsored “Spring 2022 Litter Sweep” begins on April 16th and concludes on April 30th. Jason Falls, Director of Environmental Programs, is requesting volunteers within county government to help clean a section of road within the county (the road will be determined prior to the day of pickup) on Friday, April 22, 2022, with a rain date scheduled for the Friday, May 13, 2022. As an incentive for participating County employees, once they have finished picking up litter from the selected road(s), employees will have the option of not returning to work (without using leave) as approved by the County Manager and/or the employee’s supervisor. Additionally, employees could earn 20 points towards wellness activities by participating.

This item was for information only.

BOARD APPROVED IMMEDIATE CASH BONUS AND A COST-OF-LIVING ADJUSTMENT

County Manager Mike Felts asked that the Board consider an immediate cash bonus for full and part-time employees and a 2.75 percent Cost-of-Living Adjustment (COLA) for all full-time employees in the current fiscal year. He referred to information in the agenda packet and talked about the impacts of inflation on employees, the need to do something outside of the budget cycle for an immediate impact and summarized the following background information. In response to inflation and rising costs across all CPI-U indexes (Consumer Price Index for All Urban Consumers), County Administration and Human Resources have been actively reviewing employee benefits and salaries to seek ways to ensure we are taking care of our employees.

Over the past several months, all eyes have been on news headlines and financial reports as the highest inflationary levels in four decades have been recorded. The County's Finance Director reported on this crisis during his presentation at the Board's Annual Retreat. As shown in the most recent report produced by the Bureau of Labor Statistics for the southeast region, which includes North Carolina, the all-items CPI-U advanced 7.8% for the 12 months ending in January 2022 (chart illustrates the CPI-U percent change from January 2019 to January 2022).

Based on this reality, local government jurisdictions within Granville and its surrounding counties as well as jurisdictions throughout the state are considering implementing a 6% – 8% COLA. Many of those jurisdictions are being forced to contemplate such a large increase because they have not had a fully funded annual merit program in place. The Granville County Board of Commissioners is sincerely commended for showing the foresight to fund the merit program in nearly every fiscal year budget – including the current fiscal year funding of up to four percent for full-time employees.

The effect rising inflation is having on our employees cannot be overstated. Nor can the effect current economic conditions such as competition in wages and benefits for the shrinking workforce is having on County operations. It is with these facts in mind that we are bringing an unprecedented mid-year request to the County Board for consideration; the impact is being felt now and needs to be addressed now – not four months from now when the new fiscal year budget is implemented.

To address skyrocketing inflation, county administration proposes adding a 2.75 percent COLA in this fiscal year to the approved merit pay already included in the current budget. Combined, these increases will reach up to 6.75 percent and align Granville County, on average, with what others are doing.

Even if approved at the March 21 meeting, the earliest a COLA increase could be implemented is the April 16 – May 15 pay period which would not show up in the employees' paychecks until May 31. Therefore, to address the urgency this situation warrants, the following approach is proposed:

He stated that County administration and human resources recommend approval of the following:

1. A one-time immediate cash bonus to all employees at \$100 each for full-time employees and \$50 each for part-time employees who have worked in both of the past two pay periods; and
2. A 2.75 percent COLA increase to all full-time employee salaries effective with the pay period beginning April 16, 2022.

County Manager Felts stated that Assistant County Manager Korena Weichel was present and worked extensively with Human Resources on this proposal.

Chairman Cozart stated that the hospital had been speaking of the same challenges at their meeting earlier today.

Commissioner Karan made comments about how the outcome of an election affects people, the price of gas and food that we have no control over, some living at bare minimum wage, and retaining our good employees that are like family. He said he has concerns and would do this kicking and screaming as many are having these same issues and this is using taxpayer funds. He noted that he supports the people working in Granville County and has nothing but praise for them and would make a motion to approve the recommendation from the County Administration and Human Resources.

Commissioner Smith asked if he was recommending items 1 and 2.

Commissioner Karan said items 1 and 2 unless he wanted him to amend the motion.

Commissioner Hinman seconded the motion to include items 1 and 2.

At this point discussion ensued about the unprecedented year we are in at this time, implementing COLA now or looking at it during the budget cycle, the strain on employees to pay for gas and food, and being stewards of taxpayer dollars. County Manager clarified that the COLA would be a recurring expense and that the cash bonus is immediate and one-time. If the COLA is not approved, it will show back up in the budget process. After discussion, the motion passed as follows.

Upon a motion by Commissioner Timothy Karan, seconded by Commissioner Sue Hinman, and unanimously carried, the Board approved a one-time immediate cash bonus to all employees at \$100 each for full-time employees and \$50 each for part-time employees who have worked in both of the past two pay periods, and a 2.75 percent COLA increase to all full-time employee salaries effective with the pay period beginning April 16, 2022.

AFTER HEARING PRESENTATION, BOARD APPROVED GREAT GRANT PARTNERSHIP WITH CHARTER COMMUNICATIONS (SPECTRUM)

The Board came back to this item that was moved from earlier in the meeting. Chairman Cozart asked Justin DeLancey, Senior Manager of State Government Affairs with Charter Communications (Spectrum), to come forward for a presentation.

Mr. DeLancey said he had been working with staff for over nine months to determine broadband needs and come up with a solution to provide the biggest bang for the buck for the County. He said the proposed project includes over 2500 households with a goal to maximize grant funding dollars from the State, the County and Charter to build a project to focus on underserved areas in the county. The total cost of the project will be \$13.9 million with a match of \$1 million from the County, Charter's contribution at \$8.9 million and the State at a maximum of \$4 million for 280 miles of new fiber. He noted that Charter Communications had a representative speak to the Board about a year and a half ago about the Rural Digital Opportunity Fund which is a federal grant reverse auction. Charter won a federal subsidy to connect about 1100 households and will build that in conjunction with this fiber build.

Board members then asked questions while reviewing a map. Mr. DeLancey explained the process. Applications are due April 4th and work must be completed in two years.

County Manager Felts referred to background information in the agenda packet. Counties may partner with more than one provider on the GREAT grant application with a potential \$8M maximum award (each project is capped at \$4M). Projects are scored based on select criteria with the highest-scoring projects awarded first. In the event that both projects are awarded, and the projects encompass overlapping areas, the project that scores highest is awarded first, and the NC Broadband Infrastructure Office then works to identify and eliminate the overlapped areas from the second project.

Chairman Cozart noted that if both grants are received, more of the County will have broadband coverage.

Commissioner Karan said this map shows the underserved areas in the whole county, noting that there are underserved areas in the southern end as well. He asked County Manager Felts to explain the next steps.

Commissioner Karan made a motion to accept the County Manager's recommendation and Commissioner Jay seconded the motion.

Commissioner Smith said he would like to do what he said he would do at the retreat and support the southern end also. He asked Commissioner Jay to withdraw his second to the motion so he could second it. Commissioner Jay withdrew his second and Commissioner Smith seconded the motion.

When Chairman Cozart called for a vote on the motion, it passed unanimously to authorize County Administration and the County Attorney to review and approve an agreement with Charter Communications (Spectrum) for a GREAT grant partnership to include a Granville County contribution not to exceed \$1 million for a fiber project using ARPA (American Rescue Plan Act of 2021) funds.

DURING COUNTY ATTORNEY'S REPORT, BOARD APPROVED THE PURCHASE OF GREGORY PROPERTY IN STOVALL FOR THE FUTURE SENIOR CENTER PROJECT

County Attorney Wrenn noted he had two matters to be discussed. The first concerned the finalization of the Stovall property purchase. He requested approval for the purchase of the Lewis P. Gregory, Jr. property which is the southernmost track needed for the future Senior Center project in the amount of \$3,500 plus closing costs.

Upon a motion by David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved purchasing a lot identified as map #192819711462 in Stovall from Lewis P. Gregory, Jr. for \$3,500 plus closing costs for the future Senior Center project.

COUNTY ATTORNEY'S REPORT CONTINUES

County Attorney Wrenn stated that he had one other matter related to a Stovall property as a closed session attorney-client matter before taking action.

BOARD APPROVED FINALIZING THE CONTRACT WITH PEARSON'S APPRAISAL FOR TAX REVALUATION FOR 2024

County Attorney Wrenn said at the retreat, the Board approved an appraisal contract with Pearson's Appraisal for the 2024 tax revaluation. The motion did not include authorization for the County Attorney, County Manager, and Tax Administrator to finalize the contract consistent with the RFQ (Request for Qualifications) and the response to the RFQ that was previously reviewed and approved.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Jimmy Gooch, and unanimously carried, the Board approved granting authority to authorize the

County Manager, County Attorney and Tax Administrator to finalize the contract with Pearson's Appraisal for the tax revaluation for 2024.

BOARD PRESENTATIONS

Commissioner Karan reported that he is a better speaker than a writer, but that he would like to send a letter to NCDOT regarding missing white lines and broken pavement on our highways. He referred to a post he made on Facebook on February 19th regarding the death of a youth on Brassfield Road near Robertson Creek and the condition of the road near the accident. He requested that Administration send a letter to NCDOT to access the secondary roads in Granville County as they are in poor condition, especially Brassfield Road.

Commissioner Jay asked that the lines be checked near Bridgestone Bandag also.

Commissioner Jay reported that the Environmental Affairs Committee would be cleaning up grounds at Wilton Slopes in April to honor former committee member Marshall Floyd who recently passed away.

DURING BOARD PRESENTATIONS, BOARD APPROVED SPONSORSHIP FOR GRANVILLE COUNTY CRIME STOPPERS GOLF TOURNAMENT

Commissioner Smith reported that the Granville County Crime Stoppers Golf Tournament will be held May 19th at the South Granville Country Club and is a fundraiser for them. Anyone interested in playing should contact Bobby Wheeler.

Upon a motion by David T. Smith, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board approved a \$100 hole sponsorship for the Granville County Crime Stoppers Golf Tournament on May 19, 2022.

BOARD PRESENTATIONS CONTINUE

Chairman Cozart reported that the service for Commissioner May's mother today was a powerful service. He continued that he is noticing around the community that more people are coming out now as COVID restrictions lessen and that it is good to see and be in fellowship with the people of Granville County. He said he was glad to see Sheriff Hardy in the audience and stated that people love to see deputy cars in the area.

ANY OTHER MATTERS

County Manager Felts added that an economic development matter needs to be added to the closed session.

Commissioner Jay stated that he has been walking in the Multiple Sclerosis (MS) Chapter Walk for 25 years. Last year the national walk was not held due to COVID, but they

did walk in Oxford. This year the MS Walk will be held the first Saturday in April at the PNC Arena in Raleigh as April is MS Month. He asked people to please donate or walk in the event if possible and talked about his sister having MS for 32 years.

BOARD WENT INTO CLOSED SESSION

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner David T. Smith, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) and (4) 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; and 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.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board returned to open session.

BOARD APPROVED PURCHASE OF TAYLOR PROPERTY IN STOVALL FOR THE FUTURE SENIOR CENTER PROJECT

County Attorney Wrenn recommended that the Board approve the purchase and grant permission to close on the James Edward Taylor heirs' property #192819619781 for the amount not to exceed \$62,000 plus closing costs.

Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner David T. Smith, and unanimously carried, the Board approved purchasing a lot identified as map #192819619781 in Stovall from the James Edward Taylor heirs for an amount not to exceed \$62,000 plus closing costs and authorized the County Attorney to close on the property for future Senior Center project

BOARD ADJOURNED

Upon a motion by Commissioner Sue Hinman, seconded by Jimmy Gooch, and unanimously carried, the Board adjourned the meeting at 9:33 p.m.

Respectfully submitted,
Debra A. Weary, NCMCC, CMC
Clerk to the Board

APPROVED BY:

Tony W. Cozart, Chairman

OXFORD, NORTH CAROLINA
March 14, 2022

The Members of the Honorable Board of Commissioners of Granville County, North Carolina met in a special meeting on Monday, March 14, 2022 at 7:00 p.m. in the Administration Office Conference Room, 104 Belle Street, Oxford.

Present were:

Chair: Tony W. Cozart

Commissioners: Jimmy Gooch Sue Hinman
Zelodis Jay Timothy Karan
Russ May David T. Smith

County Attorney: James C. Wrenn, Jr.

MEETING CALLED TO ORDER

At 7:00 p.m., Chairman Tony W. Cozart called the meeting to order.

BOARD WENT INTO CLOSED SESSION

A notice was properly served that a special meeting would be held for a closed session pursuant to G.S. §143-318.11(a)(3) for a matter of attorney-client privilege.

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Zelodis Jay, and unanimously carried, the Board went into closed session as allowed by G.S. 143-318.11(a)(3) to discuss a matter of attorney-client privilege. Upon a motion by Commissioner Zelodis Jay, seconded by Commissioner Sue Hinman, and unanimously carried, the Board returned to regular session.

COMMISSIONERS ADJOURN

Upon a motion by Commissioner Sue Hinman, seconded by Commissioner Russ May, and unanimously carried, the Board adjourned at 8:27 p.m.

Respectfully submitted,
Debra A. Weary, NCCMC, CMC
Clerk to the Board

APPROVED BY:

Tony W. Cozart, Chairman



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 12, 2022
Title: Proclamation Honoring Service of Michael K. "Mike" Allen

PURPOSE:

To recognize the service of Michael K. Allen.

BACKGROUND:

A proclamation will be presented to Michael K. Allen for his service in the Navy and the Veterans Affairs Committee.

ATTACHMENTS:

Proclamation - Michael "Mike" Allen

ACTION TAKEN:

TONY W. COZART
Chairman
District 4

RUSS MAY
Vice-Chair
District 5

ZELODIS JAY
Commissioner
District 1

DAVID T. SMITH
Commissioner
District 2



SUE HINMAN
Commissioner
District 3

TIMOTHY KARAN
Commissioner
District 6

JIMMY GOOCH
Commissioner
District 7

BOARD OF COMMISSIONERS

104 Belle Street
Oxford, NC 27565

Proclamation Honoring Michael K. “Mike” Allen

WHEREAS, Michael K. Allen, known as Mike, served his country with pride and distinction in the United States Navy from 1980 until 1989; and

WHEREAS, Mike Allen was appointed to the Granville County Veterans Affairs Committee by the Granville County Board of Commissioners on January 19, 2016, to share his knowledge, his experience, and to serve the veterans of Granville County; and

WHEREAS, Mike Allen served as Chairman of the Veterans Appreciation Event that was held on March 3, 2018, and the annual event recognized veterans for their military service; and

WHEREAS, Mike Allen’s quiet and pleasant demeanor exhibited the finest character of Granville while representing the thousands of veterans living in Granville County; and

WHEREAS, Mike Allen was elected by his peers to serve as Vice-Chairman of the Veterans Affairs Committee from 2019 until 2022; and

WHEREAS, unanimously, on March 15, 2022, Mike Allen was elected by his peers to serve as Veterans Affairs Committee Chairman; and

NOW, THEREFORE, BE IT PROCLAIMED, that it is with immense gratitude and appreciation that the Granville County Commissioners acknowledge and celebrate the selfless dedication of service of Michael K. “Mike” Allen to both our country, the United States of America, and our county, Granville County, in the great state of North Carolina.

Presented the 17th day of October 2022

Attest:

Debra A. Weary, Clerk to the Board

Tony W. Cozart, Chairman



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 13, 2022
Title: **Special Proclamation Presentation**

PURPOSE:

To present a special proclamation of recognition.

BACKGROUND:

Details will be provided at the meeting.

ACTION TAKEN:



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 12, 2022
Title: **Masonic Home for Children Update on 150th Anniversary**

PURPOSE:

Kevin Otis, Administrator for the Masonic Home for Children at Oxford, is here tonight to update the Board on the 150th Anniversary next year for the Masonic Home.

ACTION TAKEN:



Granville County Cooperative Extension

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Cooperative Extension
Date: October 13, 2022
Title: **Update and Introduction of Granville County Youth Leadership Council**

PURPOSE:

To provide updates and introductions of the Granville County Youth Leadership Council.

BACKGROUND:

On August 8th, the Granville County Board of Commissioners voted for the establishment of a Youth Advisory Council on the recommendation of Jermaine Puryear, Jr. The council will provide meaningful opportunities for youth in the community to get involved at the highest level. The purpose of the program is to ensure that youth in our community have a voice, but most importantly, that their voices are heard, recognized and valued. Cooperative Extension is supporting the initiative and facilitating the process.

Cooperative Extension will provide an update on the progress of the board.

ACTION TAKEN:



Granville County Veterans Services

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Doug Logan
Department: Veterans Services
Date: October 10, 2022
Title: Veterans' Services Presentation

PURPOSE:

The Granville County Veterans' Service Officer is here tonight to present on the current and on-going activities and accomplishments of the Veterans' Services Office.

ACTION TAKEN:



Granville County School Administration Office

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Doug Logan
Department: School Administration Office
Date: October 13, 2022
Title: **Granville County Schools Administration Presentation**

PURPOSE:

Granville County Schools' Superintendent, Dr. Alisa McLean, is here tonight for a presentation.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October , 2022
Title: **Public Comments**

PURPOSE:

Public comments are limited to 3 minutes.

ACTION TAKEN:



Granville County Emergency Management

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Latoya Henderson
Department: Emergency Management
Date: October 11, 2022
Title: Emergency Management Performance Grant Program (EMPG) FY 2023

PURPOSE:

To consider application for and acceptance of The Emergency Management Performance Grant (EMPG) program.

BACKGROUND:

The Emergency Management Performance Grant (EMPG) program provides financial support to the County as partial reimbursement for funds expended for continuing the development of comprehensive, all-hazards planning, training and exercise programs, and sustainment of critical capabilities for disaster preparedness, response, recovery, and mitigation.

FUNDING:

Base amount \$20,625.00

Optional amount – To Be Determined

In-kind match 50%

RECOMMENDATION:

The Emergency Management Director recommends authorization for application and acceptance of the EMPG program funds.

ACTION TAKEN:



Granville County Emergency Management

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Latoya Henderson
Department: Emergency Management
Date: October 10, 2022
Title: **Homeland Security Grant Program Opportunity**

PURPOSE:

To consider accepting two Homeland Security Grant Program Subrecipient awards in the amount totaling \$215,684.91 authorizing North Carolina Emergency Management to conduct activities on behalf of the County in accordance with the grant requirements

BACKGROUND:

If accepted, the County would authorize the grant funds to be provided to the State of North Carolina, Department of Public Safety. North Carolina Emergency Management (NCEM) will conduct Planning, make Equipment Purchases, Train and fund Exercises throughout the State during the Period of Performance (9/1/2022 - 2/28/2025) in accordance with grant guidelines.

This grant is very similar to other grants that Granville County and North Carolina Department of Public Safety have entered into this year and previous years.

RECOMMENDATION:

The Emergency Management Director and County Manager recommend accepting the Homeland Security Grant Program (HSGP) award and authorizing the NC Division of Emergency Management to manage the grant and expend the funds in accordance with the grant guidelines.

ATTACHMENTS:

Homeland Security Grant Program Opportunity- \$15,000.00
Homeland Security Grant Program Opportunity- \$200,684.00

ACTION TAKEN:



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2022

AL #: 97.067

Grant #: EMW-2022-SS-00018

Memorandum of Agreement (MOA)

between

RECIPIENT:

State of North Carolina
Department of Public Safety
Emergency Management
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT:

Granville County
104 Belle St
Oxford, NC 27565-
Tax ID/EIN #: 566000303
Unique Entity ID (from SAM.gov): DAZ3PRU8U4J5

MOA #: 2240043

NCAS cost center: 1502-7A46-3H12

Award amount: \$15,000.00

Period of performance: September 1, 2022 to February 28, 2025

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. This MOA is to set forth terms by which RECIPIENT shall provide HSGP funding to SUBRECIPIENT to fund projects related to Homeland Security Planning, Operations, Equipment, Training and Exercises. For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103), (3) FY 2022 HSGP Notice of Funding Opportunity (NOFO): <https://www.ncdps.gov/2022-hsgp-notice-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Projects managed by RECIPIENT (NCEM) on behalf of SUBRECIPIENT - Return of Funds

By initialing, SUBRECIPIENT requests that RECIPIENT (NCEM on behalf of State of North Carolina) retains all funds awarded to SUBRECIPIENT under this grant. SUBRECIPIENT desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and recovery capabilities. SUBRECIPIENT relieves itself from the requirements set forth in this MOA with respect to all funds returned to RECIPIENT. NCEM agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT, if SUBRECIPIENT checks this box.

4. Assignment of Funds by SUBRECIPIENT to Designated Third Party (not NCEM)

___ By initialing, SUBRECIPIENT agrees to assign all funds awarded under this grant to a third party:

By signature of this MOA (at DESIGNATED THIRD PARTY on signatory page), the designated third party agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. These documents must be submitted no later than March 31, 2025. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, the period of performance (POP) for this grant is September 1, 2022 – February 28, 2025. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after POP revert to RECIPIENT.

- A. SUBRECIPIENT understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$15,000.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Pursuant to N.C.G.S 143C-1-1, SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. SUBRECIPIENT must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 9 below regarding compliance.

6. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

- A. RECIPIENT/SUBRECIPIENT must:
 - i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
 - ii. SUBRECIPIENT must have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
 - iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
 - iv. Complete any procurement(s) and expenditures no later than February 28, 2025.
 - v. Provide quarterly progress reports to designated NCEM Grants Manager and NCEM Grant Management Branch (ncemgrants1@ncdps.gov) using the grant Quarterly Progress Report form (Attachment 2) by the following dates: *January 15th, April 15th, July 15th and October 15th*. Even if there are no expenditures a

quarterly progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments.

- vi. Submit requests for reimbursement with all required documentation attached. Requests for reimbursement will not be processed unless/until quarterly report submissions are current. See paragraph 10.E below.

B. File Retention (see Attachment 5 “Required Subrecipient File Documentation”):

SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government, or nonprofit organization.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.

7. Conditions

SUBRECIPIENT certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2022 HSGP Application packet, incorporated by reference herein. RECIPIENT and SUBRECIPIENT certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that RECIPIENT is duly authorized to commit SUBRECIPIENT to these requirements; that costs incurred prior to the POP or after the POP (plus any approved extensions to the POP) will result in the expenses being absorbed by SUBRECIPIENT; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

A. SUBRECIPIENT must:

- i. SUBRECIPIENT is required to have and maintain a current Unique Entity Identifier created in the System for Award Management (SAM). Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address and EIN up to date in SAM. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.
- iii. Complete any procurements, expenditures, and receipt of goods or services within the POP.
- iv. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
- v. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7A46-3H12 in the North Carolina Accounting System (NCAS). See paragraph 10.E .

B. Required Documents/Forms. SUBRECIPIENT must submit the following [documents](#) to RECIPIENT (ncemgrants1@ncdps.gov) upon execution of this MOA:

- i. [W-9](#) (09 NCAC 03M .0202)
- ii. [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
- iii. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))
- iv. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- v. Copy of SUBRECIPIENT’s procurement policy

8. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

9. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 HSGP NOFO referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340.

Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 7 for subrecipient monitoring.

10. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

SUBRECIPIENT:

- A. This MOA must be signed and returned to NCEM within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2022 HSGP Grant Program funds in accordance with the FY2022 HSGP NOFO, the grant application, and this MOA.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 30 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and [DHS Standard Terms and Conditions](#) (Attachment 4), incorporated by reference herein, for the performance of the activities.
- D. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2022 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 29 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other

responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

- E. Requests for Reimbursement (RFR). Submit RFR for items or services received to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov). RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 HSGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

- F. Complete all procurement by February 28, 2025.
- G. Provide quarterly progress reports to designated NCEM Grants Manager and NCEM Grant Management Branch (ncemgrants1@ncdps.gov) using the grant Quarterly Progress Report form (Attachment 2) by the following dates: January 15th, April 15th, July 15th and October 15th.
- H. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 5).
- I. Provide a list at project closeout to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov), DPR Chair as applicable, and Branch Office of all items purchased through this grant. This information is to be reported on the “Grant-Funded Typed Resource Report” (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTLTL) at <https://rtltoolkit.fema.gov/Public>.
- J. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2022 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 4).
- K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

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

Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

- L. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- M. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

- i. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the [Authorized Equipment List \(AEL\)](#) for HSGP are eligible for purchases from this grant.
- N. Property and Equipment. Property and equipment purchased with HSGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with HSGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.

SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the HSGP grant, including this specific grant award to SUBRECIPIENT, is subject to use as a regional asset to be utilized and directed by DHS, NCEM, and Domestic Preparedness Region (DPR) partners statewide as needed.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and DPR partners, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

- O. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

- P. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 6.
- Q. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- R. Conflicts of Interest.
- i. State Law. Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
 - ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2022 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
 - iii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2022 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.
- S. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- T. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

11. Funding

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

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2,

OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

12. Taxes

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

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

13. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

14. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

15. Audit Requirements

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

Per 2 CFR 200.501, a subrecipient that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and

regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

16. Construction and Renovation

Project construction using HSGP funds may not exceed the greater of \$1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. See guidance on communication towers below.

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

17. Subrecipient Monitoring

See Attachment 7 for subrecipient monitoring.

18. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be: Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point of contact shall be the person designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

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

19. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

20. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 10.E above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 HSGP NOFO referenced herein.

21. Situs

This MOA 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.

22. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

23. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

24. Entire Agreement

This MOA 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.

25. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

26. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

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

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

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

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

The [State Treasurer's Final Iran Divestment List](#) can be found on the State Treasurer's website.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The [State Treasurer's Final Companies Boycotting Israel List](#) can be found on the State Treasurer's website.

28. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2025. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 HSGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

29. Scope of Work

SUBRECIPIENT shall implement the HSGP project(s) specified in Attachment 1 and as described in the approved project application. That application is hereby incorporated by reference into this MOA.

- A. Scope of Work related documentation to be provided throughout the Period of Performance:
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
- B. Documentation to be provided throughout the Period of Performance:
 - i. Quarterly project progress reports.
 - ii. SUBRECIPIENT-involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
 - iv. Training course roster, description and syllabus.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.

- Unit price of products or services (if applicable).
- Total amount charged.

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

30. Lobbying Prohibition

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

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

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

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

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

- Compliance with Regulations:** The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination:** The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- Information and Reports:** The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- Sanctions for Noncompliance:** In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
- ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

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

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

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

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

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

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

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

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

34. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

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

subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the DHS.

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

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

36. Execution

This MOA shall become binding upon execution by both RECIPIENT and SUBRECIPIENT.

37. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on September 1, 2022 to the end of the POP on February 28, 2025.

37. Statement of Assurances

SUBRECIPIENT must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

38. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 Quarterly Progress Report Form
 - Attachment 3 Grant Funded Typed Resource Report
 - Attachment 4 [DHS Standard Terms and Conditions](#)
 - Attachment 5 Required Subrecipient File Documentation
 - Attachment 6 NCEM Communications Branch Memo
 - Attachment 7 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:**Approved**

By: _____
William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

Date: _____

For SUBRECIPIENT:**Approved**

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

For DESIGNATED THIRD PARTY (only required for turnbacks to third party in paragraph 4 of MOA):**Approved**

By: _____

Date: _____

Approved as to Form:

By: _____
William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program

Date: _____



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2022

AL #: 97.067

Grant #: EMW-2022-SS-00018

Memorandum of Agreement (MOA)

between

RECIPIENT:

State of North Carolina
Department of Public Safety
Emergency Management
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT:

Granville County
104 Belle St
Oxford, NC 27565-
Tax ID/EIN #: 566000303
Unique Entity ID (from SAM.gov): DAZ3PRU8U4J5

MOA #: 2240045**NCAS cost center:** 1502-7A47-3H12**Award amount:** \$200,684.91**Period of performance:** September 1, 2022 to February 28, 2025

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Homeland Security Grant Program (HSGP). More information about HSGP is available at: <https://www.fema.gov/grants/preparedness/homeland-security>. This MOA is to set forth terms by which RECIPIENT shall provide HSGP funding to SUBRECIPIENT to fund projects related to Homeland Security Planning, Operations, Equipment, Training and Exercises. For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of: (1) Section 2002 of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 603 - § 609), (2) *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103), (3) FY 2022 HSGP Notice of Funding Opportunity (NOFO): <https://www.ncdps.gov/2022-hsgp-notice-funding-opportunity>, (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Projects managed by RECIPIENT (NCEM) on behalf of SUBRECIPIENT - Return of Funds

By initialing, SUBRECIPIENT requests that RECIPIENT (NCEM on behalf of State of North Carolina) retains all funds awarded to SUBRECIPIENT under this grant. SUBRECIPIENT desires for NCEM and/or its assigns to conduct the activities described in Attachment 1 of this MOA on its behalf. These activities are related to planning, making equipment purchases, and conducting training and exercises to improve prevention, protection, preparedness, response, and recovery capabilities. SUBRECIPIENT relieves itself from the requirements set forth in this MOA with respect to all funds returned to RECIPIENT. NCEM agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT, if SUBRECIPIENT checks this box.

4. Assignment of Funds by SUBRECIPIENT to Designated Third Party (not NCEM)

___ By initialing, SUBRECIPIENT agrees to assign all funds awarded under this grant to a third party:

By signature of this MOA (at DESIGNATED THIRD PARTY on signatory page), the designated third party agrees to assume responsibility for all requirements set forth in this MOA with respect to all funds assigned to SUBRECIPIENT.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. These documents must be submitted no later than March 31, 2025. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, the period of performance (POP) for this grant is September 1, 2022 – February 28, 2025. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after POP revert to RECIPIENT.

- A. SUBRECIPIENT understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$200,684.91. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Pursuant to N.C.G.S 143C-1-1, SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. SUBRECIPIENT must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 9 below regarding compliance.

6. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive homeland security response program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

- A. RECIPIENT/SUBRECIPIENT must:
 - i. Be established as a state, local, or nonprofit agency by appropriate resolution/ordinance.
 - ii. SUBRECIPIENT must have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
 - iii. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
 - iv. Complete any procurement(s) and expenditures no later than February 28, 2025.
 - v. Provide quarterly progress reports to designated NCEM Grants Manager and NCEM Grant Management Branch (ncemgrants1@ncdps.gov) using the grant Quarterly Progress Report form (Attachment 2) by the following dates: *January 15th, April 15th, July 15th and October 15th*. Even if there are no expenditures a

quarterly progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments.

- vi. Submit requests for reimbursement with all required documentation attached. Requests for reimbursement will not be processed unless/until quarterly report submissions are current. See paragraph 10.E below.

B. File Retention (see Attachment 5 “Required Subrecipient File Documentation”):

SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each HSGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government, or nonprofit organization.
- ii. Award letter, MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.

7. Conditions

SUBRECIPIENT certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2022 HSGP Application packet, incorporated by reference herein. RECIPIENT and SUBRECIPIENT certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that RECIPIENT is duly authorized to commit SUBRECIPIENT to these requirements; that costs incurred prior to the POP or after the POP (plus any approved extensions to the POP) will result in the expenses being absorbed by SUBRECIPIENT; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

A. SUBRECIPIENT must:

- i. SUBRECIPIENT is required to have and maintain a current Unique Entity Identifier created in the System for Award Management (SAM). Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM.
- ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address and EIN up to date in SAM. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.
- iii. Complete any procurements, expenditures, and receipt of goods or services within the POP.
- iv. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
- v. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 1502-7A47-3H12 in the North Carolina Accounting System (NCAS). See paragraph 10.E .

B. Required Documents/Forms. SUBRECIPIENT must submit the following [documents](#) to RECIPIENT (ncemgrants1@ncdps.gov) upon execution of this MOA:

- i. [W-9](#) (09 NCAC 03M .0202)
- ii. [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
- iii. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))
- iv. Conflict of Interest Policy (G.S. 143C-6-23.(b))
- v. Copy of SUBRECIPIENT’s procurement policy

8. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

9. Compliance

SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 HSGP NOFO referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340.

Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 7 for subrecipient monitoring.

10. Responsibilities

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

SUBRECIPIENT:

- A. This MOA must be signed and returned to NCEM within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.
- B. SUBRECIPIENT shall expend FY 2022 HSGP Grant Program funds in accordance with the FY2022 HSGP NOFO, the grant application, and this MOA.
- C. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 30 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and [DHS Standard Terms and Conditions](#) (Attachment 4), incorporated by reference herein, for the performance of the activities.
- D. Procurement.
 - i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
 - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 HSGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2022 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
 - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 29 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other

responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

- E. Requests for Reimbursement (RFR). Submit RFR for items or services received to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov). RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 HSGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

- F. Complete all procurement by February 28, 2025.
- G. Provide quarterly progress reports to designated NCEM Grants Manager and NCEM Grant Management Branch (ncemgrants1@ncdps.gov) using the grant Quarterly Progress Report form (Attachment 2) by the following dates: January 15th, April 15th, July 15th and October 15th.
- H. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 5).
- I. Provide a list at project closeout to designated NCEM Grants Manager and NCEM Grants Management Branch (ncemgrants1@ncdps.gov), DPR Chair as applicable, and Branch Office of all items purchased through this grant. This information is to be reported on the “Grant-Funded Typed Resource Report” (Attachment 3) or similar spreadsheet. See FEMA Resource Typing Library Tool (RTLTL) at <https://rtltoolkit.fema.gov/Public>.
- J. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2022 HSGP NOFO and Subaward Notification, and DHS Standard Terms and Conditions (Attachment 4).
- K. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

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

Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

- L. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- M. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

- i. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Unless otherwise directed by NCEM, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify NCEM Grants Management Branch prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the [Authorized Equipment List \(AEL\)](#) for HSGP are eligible for purchases from this grant.
- N. Property and Equipment. Property and equipment purchased with HSGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with HSGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.

SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any property and equipment purchased under the HSGP grant, including this specific grant award to SUBRECIPIENT, is subject to use as a regional asset to be utilized and directed by DHS, NCEM, and Domestic Preparedness Region (DPR) partners statewide as needed.

Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and DPR partners, will determine and direct how equipment will be redeployed.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and special conditions placed on future awards per 2 CFR 200.208.

- O. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

- P. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 6.
- Q. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- R. Conflicts of Interest.
- i. State Law. Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**
 - ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2022 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
 - iii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2022 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.
- S. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details see: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>.
- T. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

11. Funding

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

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 HSGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2,

OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

12. Taxes

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

If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

13. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

14. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

15. Audit Requirements

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

Per 2 CFR 200.501, a subrecipient that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.
- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$500,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and

regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

16. Construction and Renovation

Project construction using HSGP funds may not exceed the greater of \$1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. See guidance on communication towers below.

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in [DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1](#), must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

17. Subrecipient Monitoring

See Attachment 7 for subrecipient monitoring.

18. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be: Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point of contact shall be the person designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

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

19. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

20. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 10.E above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 HSGP NOFO referenced herein.

21. Situs

This MOA 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.

22. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

23. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

24. Entire Agreement

This MOA 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.

25. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

26. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

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

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

FEMA Policy #405-143-1

Guidance is available in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

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

Pursuant to G.S. 147-86.60, any company identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the state. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the state certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

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

The [State Treasurer's Final Iran Divestment List](#) can be found on the State Treasurer's website.

Further, pursuant to G.S. 147-86.82, any company identified as boycotting Israel, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The [State Treasurer's Final Companies Boycotting Israel List](#) can be found on the State Treasurer's website.

28. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2025. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2022 HSGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

29. Scope of Work

SUBRECIPIENT shall implement the HSGP project(s) specified in Attachment 1 and as described in the approved project application. That application is hereby incorporated by reference into this MOA.

- A. Scope of Work related documentation to be provided throughout the Period of Performance:
 - i. Completed appropriate report forms with invoices and proof(s) of payment.
 - ii. Audit findings and corrective action plans.
- B. Documentation to be provided throughout the Period of Performance:
 - i. Quarterly project progress reports.
 - ii. SUBRECIPIENT-involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
 - iii. After-action report from exercise in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
 - iv. Training course roster, description and syllabus.
 - v. Any other documentation that would be pertinent.
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project. Receipts must contain the following information:
 - Name and address of the vendor or establishment providing the product or service.
 - Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
 - Date the product or service was provided.
 - Itemized description of all products or services.

- Unit price of products or services (if applicable).
- Total amount charged.

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

30. Lobbying Prohibition

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

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

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

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

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

- Compliance with Regulations:** The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR 200.300 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- Nondiscrimination:** The subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- Information and Reports:** The subrecipient shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- Sanctions for Noncompliance:** In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
- ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

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

Subrecipient hereby agrees that as a condition to receiving any federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR 200.300 , Nondiscrimination in Federally Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this MOA. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

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

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR 200.300 issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

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

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

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

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR 200.300 and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR 200.300, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

34. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

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

subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA or which may involve the design, development, or operation of a system of records on behalf of the DHS.

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

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

36. Execution

This MOA shall become binding upon execution by both RECIPIENT and SUBRECIPIENT.

37. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on September 1, 2022 to the end of the POP on February 28, 2025.

37. Statement of Assurances

SUBRECIPIENT must complete either [Office of Management and Budget \(OMB\) Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (ncemgrants1@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

38. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
- Attachment 1 Scope of Work
 - Attachment 2 Quarterly Progress Report Form
 - Attachment 3 Grant Funded Typed Resource Report
 - Attachment 4 [DHS Standard Terms and Conditions](#)
 - Attachment 5 Required Subrecipient File Documentation
 - Attachment 6 NCEM Communications Branch Memo
 - Attachment 7 Subrecipient Monitoring

AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:**Approved**

By: _____
William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

Date: _____

For SUBRECIPIENT:**Approved**

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

For DESIGNATED THIRD PARTY (only required for turnbacks to third party in paragraph 4 of MOA):**Approved**

By: _____

Date: _____

Approved as to Form:

By: _____
William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program

Date: _____



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Adonica Hampton
Department: Social Services
Date: October 11, 2022
Title: **Computer Purchases for Social Services**

PURPOSE:

To consider the purchase of six laptops, laptop bags and docking stations for lead workers within the Economic Services Department at Social Services.

BACKGROUND:

In order to invest in our lead workers, we would like to continue providing technology in order to deliver customer service to the public and the agency.

Attached is a quote from SHI, NC State Contract vendor, for laptops, laptop bags, and docking stations with a proposed total one-time cost of \$16,448.04.

FUNDING:

Funding is available through the SNAP ARPA Reimbursement.

RECOMMENDATION:

The DSS Director recommends approval to purchase laptops, laptop bags and docking stations from the vendor SHI in the amount of \$16,448.04.

ATTACHMENTS:

SHI Quote - 22601240

Dear County Director Letter for April 12, 2022

ACTION TAKEN:



Pricing Proposal

Quotation #: 22601240
Description: DSS Laptop Purchase
Created On: Oct-06-2022
Valid Until: Oct-31-2022

510

County of Granville NC

Chris Brame

141 Williamsboro St

OXFORD

NC

27565

US

Phone:

Fax:

Email: chris.brame@granvillecounty.org

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Dell Latitude 7430 - 14" - Core i5 1245U - Evo vPro - 16 GB RAM - 512 GB SSD Dell - Part#: D0J8P Contract Name: USETPA	6	\$2,216.00	\$13,296.00
2 Dell WD22TB4 - docking station - Thunderbolt - HDMI, DP, Thu Dell - Part#: DELL-WD22TB4 Contract Name: USETPA	6	\$320.00	\$1,920.00
3 Dell Pro Slim Briefcase 15 notebook carrying case Dell - Part#: PO-BCS-15-20 Contract Name: USETPA	6	\$32.00	\$192.00
Subtotal			\$15,408.00
Shipping			\$0.00
*Tax			\$1,040.04
Total			\$16,448.04

*Tax is estimated. Invoice will include the full and final tax due.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

YVONNE COPELAND • Director, Division of Child and Family Well
Being

Date: April 12, 2022

Dear County Directors of Social Services

Attention: Food and Nutrition Services Managers and Supervisors

Subject: Supplemental Nutrition Assistance Program (SNAP) American Rescue Plan Act (ARPA) Funding to Counties for Federal Fiscal Year 2022

Priority: Information Only

On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (the Act). Section 1101(b) of the American Rescue Plan Act of 2021 provides an additional \$1.15 billion of appropriated funds for SNAP administrative expenses to assist State agencies in carrying out legislative provisions and administering SNAP. North Carolina received \$15,443,247.61 for federal fiscal year (FFY) 2022, which expire on September 30, 2022.

DHHS is allocating \$10 million of the FFY2022 funds to counties to support your county's efforts of administering the FNS program due to the workload increases that counties are experiencing as a result of increased food insecurity due to the pandemic. **DHHS will allocate county amounts based on FNS caseloads and these allocation amounts are attached.**

Counties will not need to do anything differently to receive these funds. Counties will charge FNS administrative coding as normal through the monthly 1571 process. Once the 1571 is received from the counties, the funds charged to FNS administrative coding will be reclassified by the State before claiming federal reimbursement allowing counties to receive 100% of their claimed FNS administrative funds up to the allocations noted in the attached document.

Guidance received from the USDA states that ARPA provides a unique opportunity for your agency to improve technology in a way that will increase access while maintaining stewardship of Federal dollars. Agencies are encouraged to direct the realized administrative funding savings provided by the Act to SNAP improvements aligned with key Administration priorities, including:

- Investment in technology to improve client access to SNAP, including online applications, benefit management tools, text messaging, and ensuring all client access is mobile enabled.
- Expand call center capacity and reduce call center wait times.
- Make investments in employees and infrastructure to provide the necessary technology and training in order to modernize customer service delivery.
- Explore opportunities to improve service delivery and access to vulnerable populations that may be disproportionately impacted by remote operations, language barriers, fear of government services, and a lack of access to technology.

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF CHILD AND FAMILY WELL-BEING

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

MAILING ADDRESS: 2420 Mail Service Center, Raleigh, NC 27699-2420

www.ncdhhs.gov • TEL: 919-527-6300 • FAX: 919-334-1265

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

- Improve reporting systems to ensure timely and reliable information is provided to USDA FNS, Congress, and stakeholders on program outcomes and activities, including major systems changes.

Counties will receive the 100% reimbursement as part of the July 2022 and August 2022 service month Admin EFT deposits paid at the end of August 2022 and end of September 2022, respectively.

We will be discussing SNAP ARPA funding to counties for federal fiscal year 2022 at the April 14, 2022 NCACDSS Executive Board meeting. You can submit questions using [this form](#); we will be holding an optional consultation call to answer questions from counties on Friday, April 22nd from 12:00-1:00pm through Zoom [using this link](#). You can also reach out to your Continuous Quality Improvement (CQI) Specialist with questions at dss.policy.questions@dhhs.nc.gov.

Sincerely,



Madhu Vulimiri, MPP
Deputy Director
Division of Child and Family Well-Being



Carla West, Senior Director for Economic Security
Division of Social Services, Economic and Family Services Section

MV/CLW/vd

Attachments: (1)

County Allocations for SNAP ARPA Funds (SNAP Administrative Expenditures) for Federal Fiscal Year 2022

EFS-FNSEP-27-2022



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 17, 2022
Title: Proclamations, Resolutions and Legislative Matters

PURPOSE:

This item on the agenda will be used for the introduction of proclamations, resolutions, or legislative matters. It can also be used for the general discussion of related matters.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 12, 2022
Title: **Voting Delegate for the 2022 NCACC Legislative Goals Conference**

PURPOSE:

To appoint a voting delegate and alternate for the 2022 NCACC Legislative Goals Conference.

BACKGROUND:

The NCACC Legislative Goals Conference will be held **Thursday and Friday, November 16-17, 2022 in Wake County**. Each county will be entitled to vote on legislative goal proposal submissions brought before the membership.

In order to facilitate the voting process, each county must designate one voting delegate (*and also may assign one alternate voting delegate*) prior to the Legislative Goals Conference using the attached Designation of Voting Delegate form.

Chairman Cozart, Commissioner Jay and Commissioner Karan will attend the conference.

RECOMMENDATION:

Appoint a voting delegate and an alternate for the 2022 NCACC Legislative Goals Conference.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Korena Weichel, Assistant County Manager
Department: Administration
Date: October 17, 2022
Title: Connect Holding II, LLC GREAT Grant Partnership

PURPOSE:

To confirm Granville County's partnership with Connect Holding II, LLC (aka, CenturyLink/Brightspeed) on a 2022 GREAT Grant award.

BACKGROUND:

NC Department of Information Technology (NC DIT) recently awarded GREAT Grant funding in the maximum award amount of \$4M for Granville County's proposed partnership with Connect Holding II, LLC. Awardees have two years from the effective date of the grant agreement to deploy fiber-to-the-home service with symmetrical 940/940 Mbps upload and download speeds.

The original project scope approved by the Board of Commissioners in February of 2022 and subsequently submitted on the grant application encompassed approx 3252 locations; however, following a required protest period, the total eligible locations were reduced to approx 1914.^{1,2} As a result of this decrease, the requested County contribution of \$2.1M has also been reduced; the new contribution request is for \$1,338,876. A map of award locations and address information is available at www.nconemap.gov/pages/broadband. A snapshot of the Granville County award map is attached for reference.

NC DIT is managing the partnership agreement process for awarded grants and requires confirmation of the partnership, notification of intended source of funding, and the contribution amount the County is committing to the awardee.

¹ The eliminated locations were identified as "exceeding the reported speed threshold for the census block" (households with 25/3 Mbps reported speeds are ineligible for GREAT grant funding).

² Given that the provider will need to pass approx 600 of those locations to build-out to the award areas, Connect Holding II, LLC has reported to County Administration that they intend to serve those locations even though they are not eligible for grant funding. This will increase the total number of locations covered by this project to approx 2500.

FUNDING:

Funds are available to be used in the infrastructure category from the County's American Rescue Plan Act (ARPA) allocation.

RECOMMENDATION:

County administration recommends confirming Granville County's partnership with Connect Holding II, LLC for the 2022 GREAT Grant Award and committing \$1,338,876 from ARPA funds, and further directing staff to work with NC DIT to draft a partnership agreement for final approval.

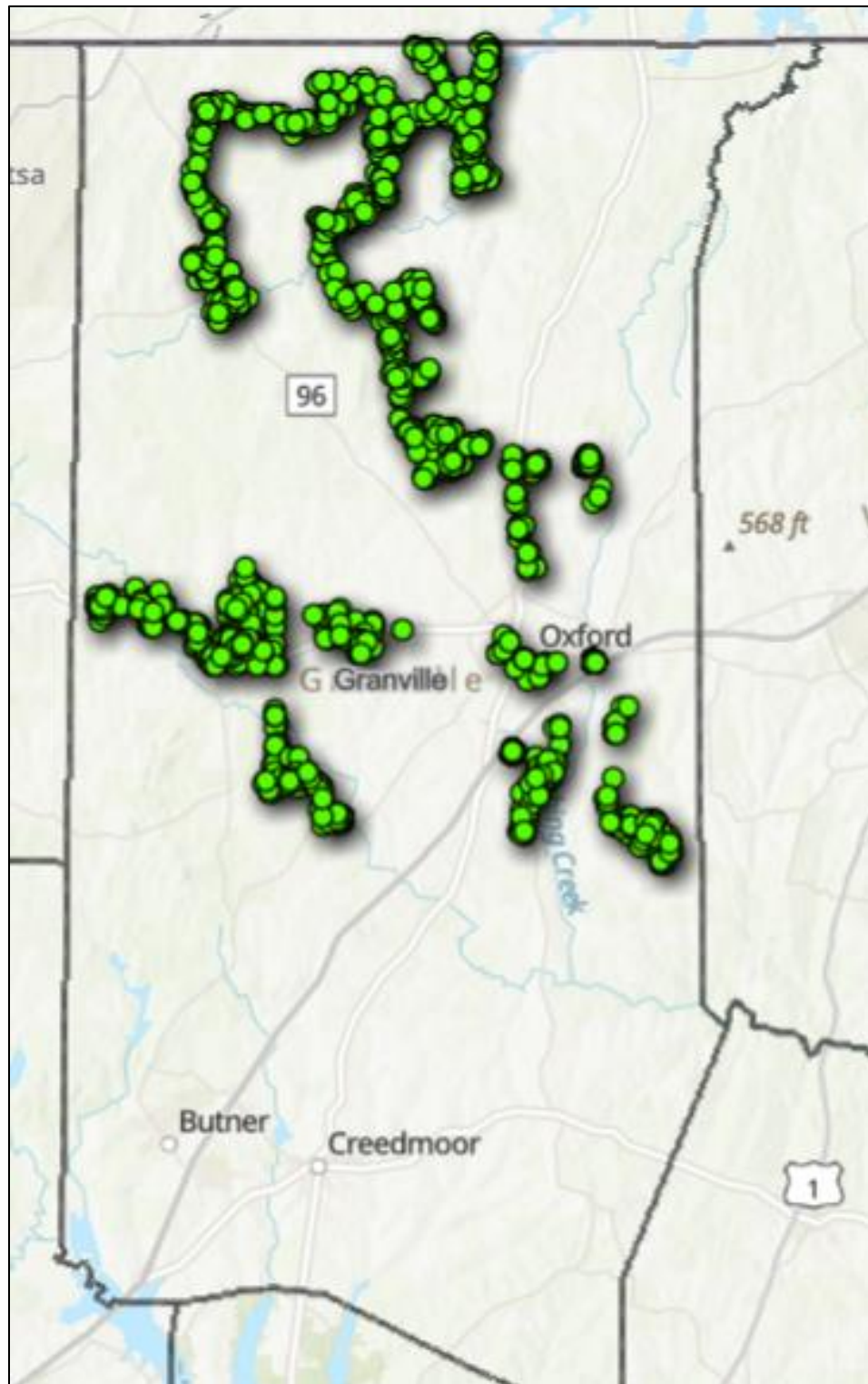
ATTACHMENTS:

Connect Holding II, LLC GREAT Grant Award Map

ACTION TAKEN:

2022 Granville County GREAT Grant Award Locations

Source: <https://www.nconemap.gov/pages/broadband>





Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Jim Wrenn
Department: County Attorney
Date: October 12, 2022
Title: Opioid Litigation Update

PURPOSE:

County Attorney Jim Wrenn will provide an update on the Opioid Litigation.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 17, 2022
Title: **County Attorney's Report**

PURPOSE:

Any matters as needed by the County Attorney.

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 17, 2022
Title: **Presentations by County Board Members**

PURPOSE:

Board members will make comments.

- Commissioner May
- Commissioner Karan
- Commissioner Gooch
- Commissioner Jay
- Commissioner Smith
- Commissioner Hinman
- Chairman Cozart

ACTION TAKEN:



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 12, 2022
Title: **Notice of Special Meeting - Asset Mapping for Recreation Assets**

PURPOSE:

To announce a Special Meeting.

NOTICE of SPECIAL MEETING

All interested persons please take notice that the Granville County Board of Commissioners will hold a Special Meeting on Wednesday, November 2, 2022 at 3:00 p.m. at the Granville Convention & Expo Center, 4185 Highway 15, Oxford, NC. The purpose of the Special Meeting is for Asset Mapping for Recreation Needs.

There will also be a public input session on Wednesday, November 2, 2022 at 6:00 p.m. at the Granville Convention & Expo Center.

Debra A. Weary
Clerk to the Granville County Board
of Commissioners

ACTION TAKEN:



Granville County Administration

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: October 17, 2022
Title: **Any Other Matters**

PURPOSE:

Any other matters as needed.

ACTION TAKEN:



Granville County

104 Belle Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department:
Date: October 13, 2022
Title: Closed Session as allowed by G.S. 143-318.11(a)(6) - Personnel

BACKGROUND:

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.

ACTION TAKEN: