AGENDA

GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, June 20, 2022

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

Consent Agenda

1. Contingency Summary (p. 3)

2. Budget Amendment #7 for Fiscal Year 2021-2022 (p. 5)

3. Project Ordinance Amendment #1 - American Rescue Plan (p. 10)

4. Project Ordinance - National Opioid Settlement (p. 12)

5. Update Check Signing Signatures for Sheriff's Execution Account (p. 15)

6. Letter of Support of Delay of Issuance of CFSP Request for Proposal (p. 21)

Introductions, Recognitions and Presentations

7. Summer Civic Leadership Program-Intern Introductions (p. 24)

Public Hearings

8. Public Hearing on Town of Stovall Request to Join the Granville County Fire Protection Service District (p. 29)

9. Public Hearing for Economic Development - Project Pizza (p. 44)

Public Comments

10. Public Comments (p. 48)

Grant Matters

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Purchasing

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Budget Matters

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Finance Matters

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Proclamations, Resolutions and Legislative Matters for Consideration

17. Proclamations, Resolutions and Legislative Matters (p. 175)

County Manager's Report

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19. Adopt Fire Commission By-Laws (p. 177)

County Attorney's Report

20. County Attorney's Report (p. 184)

Presentations by County Board Members

21. Presentations by County Board Members (p. 185)

Any Other Matters

22. Any Other Matters (p. 186)

Closed Session

23. Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 187)

24. Closed Session as allowed by G.S. 143-318.11(a)(6) – Personnel (p. 188)

Granville County
Finance

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

To:	Board of Commissioners
From:	Steve McNally
Department:	Finance
Date:	June 15, 2022
Title:	**Contingency Summary**

RECOMMENDATION:
Finance Director recommends approval of the Contingency Summary.

ATTACHMENTS:
Contingency Summary

ACTION TAKEN:

Summary of Contingency and Use of Fund Balance

Contingency Summary
For FY 2021-2022 Budget
June 20, 2022

Use of Contingency Summary - General Fund

General Contingency (10-9910-991):

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 180,000
9/7/2021	Fund balance of GVHD renovation project	$ 51,000	$ 129,000
9/7/2021	COTT Register of Deeds automation project	$ 17,550	$ 111,450
10/18/2021	Fire, Ambulance and Rescue consulting services	$ 60,000	$ 51,450
1/4/2022	Supplies and credit card processing fees for Parks and Grounds department	$ 29,000	$ 22,450
1/4/2022	Adjustment to Workers Comp premium due to audit adjustment	$ 8,450	$ 14,000
6/6/2022	Bank fees, dues and registration for Finance Department	$ 14,000	$ -

Environmental Disaster Contingency (10-9910-993):

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 10,000

School Bond D/S Contingency (10-9910-994):

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 100,000
9/7/2021	Fund replacing fire alarm system an Butner/Stem Elementary, BoCC approved 7/6/21	$ 100,000	$ -

Use of Fund Balance Summary - General Fund

Date	Description/Action	Adjustment Amount	Balance
7/1/2021	Budget Ordinance		$ 5,645,236
9/7/2021	Roll over unexpended FY 21 Reach grant funds	$ 15,000	$ 5,660,236
9/7/2021	Adjust 4H Best funding per initial funding agreement	$ (58,237)	$ 5,601,999
9/7/2021	Adjust funding for FY 22 JCPC programs per PDS funding plan	$ (20,876)	$ 5,581,122
9/7/2021	Carry forward unexpended funds from FY 21 GVHD project	$ 379,000	$ 5,960,122
9/7/2021	Carry forward from FY 21 Engineering services for Triangle North	$ 40,000	$ 6,000,122
9/7/2021	Debtbooks lease accounting software for Finance	$ 9,750	$ 6,009,872
9/7/2021	Carry forward from FY 21 funding for County 275 Anniversary book	$ 6,000	$ 6,015,872
9/7/2021	Additional fee to cover total FY 22 W/C fee from NCACC	$ 44,000	$ 6,059,872
9/7/2021	Carry forward from FY 21 Engineering services for Triangle North	$ 10,496	$ 6,070,368
9/7/2021	Replace vehicle for Emergency Management. Should have been in Ordinance	$ 30,000	$ 6,100,368
9/7/2021	Fire Department stipend.	$ 39,720	$ 6,140,088
10/18/2021	Purchase replacement radios	$ 575,000	$ 6,715,088
10/18/2021	Parks and Grounds administrative position - 9 months	$ 43,350	$ 6,758,438
10/18/2021	Stovall property for future Senio Services North building	$ 92,570	$ 6,851,008
10/18/2021	Fund $200,000 match for the $400,000 One NC Fund Grant for Carolina Coops	$ 200,000	$ 7,051,008
12/6/2021	Animal Control Officer starting 1/16/2022	$ 47,638	$ 7,098,646
12/6/2021	Two Telecommunications Officers starting 1/16/2022	$ 50,143	$ 7,148,789
12/6/2021	carry over FY 21 Supplimental Grant Expense balance and 2020 EMPG grant	$ 73,182	$ 7,221,971
1/4/2022	Adjust annual inmate housing revenue	$ (597,560)	$ 6,624,411
1/4/2022	Additional construction adm/project expenditures for balance of FY 22	$ 70,000	$ 6,694,411
1/4/2022	Fund O/T and additional expenditures for Sheriff's dept	$ 41,000	$ 6,735,411
1/4/2022	Fund O/T and additional expenditures for Detention Center	$ 23,000	$ 6,758,411
1/4/2022	Stovall Senior Center land purchase	$ 81,071	$ 6,839,482
1/4/2022	Transfer funds from LEC construction Fund (Fund 48)	$ (2,318,548)	$ 4,520,934
2/7/2022	Fund repairs to Law Enforcement Center	$ 5,000	$ 4,525,934
2/7/2022	Correct journal entry BE 9913 - rev. duplicate amendment for Stovall land purchase	$ (92,570)	$ 4,433,364
2/7/2022	Salary adjustment and annual leave payout	$ 52,419	$ 4,485,783
6/6/2022	Carry over Community Aging Fund balance from prior year	$ (3,135)	$ 4,482,648
6/6/2022	Add'l Cat. 1 Capital Outlay to Schools	$ 500,000	$ 4,982,648
6/6/2022	Simulcast paging system for E-911 department	$ 870,000	$ 5,852,648
6/6/2022	Purchase of furniture and equipment for new DSS satellite office	$ 85,000	$ 5,937,648
6/6/2022	Fund portion of portable and mobile radio systems for Sheriff'd department	$ 20,000	$ 5,957,648
6/20/2022	Fund Licensing and IT Connectivity expenditures	$ 64,000	$ 6,021,648
6/20/2022	Fund HR department overages	$ 11,200	$ 6,032,848
6/20/2022	Fund BoE expenditures. Some are the results of primaries	$ 10,000	$ 6,042,848
6/20/2022	Fund Untied Way expenditures	$ 9,500	$ 6,052,348
6/20/2022	Fund Library services and Hotspot grant	$ 12,300	$ 6,064,648
6/20/2022	Fund Sheriff's Department overages	$ 82,500	$ 6,147,148
6/20/2022	Fund Finance personnel payout and temporary help	$ 7,000	$ 6,154,148
	TOTAL	$ 508,913	

Granville County
Finance

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

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: June 13, 2022
Title: **Budget Amendment #7 for Fiscal Year 2021-2022**

RECOMMENDATION:
Finance Director recommends approval of the budget amendment.

ATTACHMENTS:
Budget Amendment #7

ACTION TAKEN:

Budget Amendment #7
6/20/2022

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

GENERAL FUND

Expenditures:Increase/(Decrease)			
General Government			
	IT	64,000	
	Board of Elections	10,000	
	Finance	7,000	
	Human Resources	11,200	
Public Safety			
	Sheriff's Department	82,500	
	Emergency Management	9,000	
Community Services			
	Cooperative Extension Service	9,500	
	County Library System	12,300	
Area Projects and Other Appropriations			
	Pass Thru Funds and Transfers	122,175	
	Total Expenditures		327,675
Revenues: Increase/(Decrease)			
	Restricted and Intergovernmental	131,175	
	Appropriated Fund Balance	196,500	
	Total Revenues		327,675

LANDFILL

Expenditures:Increase/(Decrease)			
	Landfill Operations	39,500	
	Total Expenditures		39,500
Revenues: Increase/(Decrease)			
	Appropriated Fund Balance	39,500	
	Total Revenues		39,500

COUNTY HEALTH PLAN

Expenditures:Increase/(Decrease)			
	Administration	150,000	
	Total Expenditures		150,000
Revenues: Increase/(Decrease)			
	Appropriated Fund Balance	150,000	
	Total Revenues		150,000

Budget Amendment #7

(For reference only) **Balance**

General Fund/IT

Expenditures: Increase/ (Decrease)

10-	4122	361	License	$11,000	$221,000
10-	4122	399	IT Connectivity	$53,000	$283,000

Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	$64,000	$6,021,648

Description : Fund Licensing and IT Connectivity expenditures.

General Fund/Human Resources

Expenditures: Increase/ (Decrease)

10-	4125	199	Professional Services	$10,000	$44,000
10-	4125	321	Telephone	$1,200	$1,400
10-	4125	370	Advertising	-$2,000	$2,000
10-	4125	381	Computer Services	-$800	$400
10-	4125	399	Contracted Services - Equipment	$2,800	$3,200

Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	$11,200	$6,032,848

Description : Fund various overages in the Human Resources department.

General Fund/Board of Elections

Expenditures: Increase/ (Decrease)

10-	4170	125	Part-Time Salarly	-$5,000	$616
10-	4170	131	Board Member Salaries	$5,000	$14,250
10-	4170	183	Health Insurance	-$14,000	$20,400
10-	4170	192	Legal Fees	-$4,000	$0
10-	4170	198	Contractual Services-Labor-COVID	$6,000	$6,000
10-	4170	199	Contractual Services-Labor	$8,000	$26,051
10-	4170	260	Supplies and Materials	$4,000	$13,000
10-	4170	312	Travel	-$3,000	$7,500
10-	4170	352	R&M - Equipment	-$10,000	$17,263
10-	4170	399	Contracted Services - Equipment	$38,000	$66,175
10-	4170	510	Capital Outlay	-$15,000	$85

Revenues: Increase/(Decrease)

10-	3990	991	Appropriated Fund Balance	$10,000	$6,042,848

Description : Adjust various BoE expenditures. Increase primarily due to May primary elections.

General Fund/Emergency Mgmt

Expenditures: Increase/ (Decrease)

10-	4330	603	Homeland Security Grant	$9,000	$9,000
10-	4330	219	Hurricane / Disaster Prep	($1,000)	$0
10-	4330	360	Dues & Subscriptions	($1,000)	$1,008
10-	4330	604	Tier II Grant Expenditures	$2,000	$2,000

Revenues: Increase/ (Decrease)

10-	3433	240	Homeland Security Grant	$9,000	$9,000

Description : Fund Homeland Security Grant expenditures. AAR/IP Grant reimbursement has been requestedby Emergency Mgmt.

General Fund/Cooperative Extentions

Expenditures: Increase/ (Decrease)

10-	4950	234	Special Functions	$2,000	$2,000
10-	4950	235	United Way Expenditure	$11,000	$26,000
10-	4950	236	Family and Consumer Sciences	$2,000	$2,100
10-	4950	399	Contracted Services	($4,500)	$25,500
10-	4950	510	Capital Oultay	($1,000)	$1,500

Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	$9,500	$6,052,348

Description : Fund additional United Way expenditures and adjust various expenditure amounts in the Cooperative Extension department.

General Fund/Pass Thru

Expenditures: Increase/ (Decrease)

10-	8580	101	Reg. Dds. Domestic Violence	$1,000	$3,550
10-	8580	103	Register Dds. Child Trst	$175	$600
10-	8580	105	Reg Dds. - Rec. & Natural Heriage	$121,000	$436,000

Revenues: Increase/ (Decrease)

10-	3418	415	Reg. Dds. Domestic Violence	$1,000	$3,550
10-	3418	413	Register Dds. Child Trst	$175	$600
10-	3240	110	Register Ds - State Excise	$66,000	$391,000
10-	3240	113	Excise Recreation/Heritage	$55,000	$360,000

Description : Reflect additional passing through of Register of Deed Excise and other taxes due to the State. Increase is likely due to higher than anticipated number of real estate transactions.

General Fund/Library

Expenditures: Increase/ (Decrease)

10-	6110	399	Contracted Services	$10,000	$45,616
10-	6110	600	Library Hotspot Initiative	$2,300	$5,500

Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	$12,300	$6,064,648

Description : Fund greater than anticipated Contracted services and Hotspot grant. Have not yet received grant funds.

General Fund/Sheriff

Expenditures: Increase/ (Decrease)

10-	4310	122	Overtime	$14,500	$100,564
10-	4310	123	Seperation Allowance	$9,000	$108,000
10-	4310	251	Gas, Oil and Tires	$30,000	$280,000
10-	4310	321	Telephone	$9,000	$64,000
10-	4310	341	Printing	$1,000	$4,500
10-	4310	354	Contract Services	$15,000	$75,000
10-	4310	396	Ammunition Expenditure	$4,000	$22,000

Revenues: Increase/ (Decrease)

10-	3990	991	Appropriated Fund Balance	$82,500	$6,147,148

Description : Fund various overages in the Sheriff's department.

General Fund/Finance

Expenditures: Increase/ (Decrease)

10-	4130	121	Salaries	$3,000	$275,515
10-	4130	199	Professional Services	$4,000	$24,800
Revenues: Increase/ (Decrease)					
10-	3990	991	Appropriated Fund Balance	$7,000	$6,154,148

Description : Fund payout of exiting Finance personnel and temporary help to fill in for her until a permanent replacment hired.

Landfill Fund

Expenditures: Increase/ (Decrease)

60-	4729	126	Part Time Salaries	$7,500	$25,000
60-	4729	181	FICA	$1,000	$1,331
60-	4729	199	Professional Services	$30,000	$45,000
60-	4729	321	Telephone	$500	$2,200
60-	4729	331	Utilities	$500	$2,500
60-	4729	511	Butner Concrete Pad Construction	($27,000)	$0
60-	4729	599	Construction & Permitting	$27,000	$28,000
Revenues: Increase/ (Decrease)					
60-	3991	991	Appropriated Fund Balance	$39,500	$370,540

Description : Fund additional part-time salaries and temporary salaries for the materials management department of landfill.

County Health Plan

Expenditures: Increase/ (Decrease)

85-	4200	193	Health Plan Admin	$150,000	$888,699
Revenues: Increase/ (Decrease)					
85-	3991	991	Appropriated Fund Balance	$150,000	$150,000

Description : Fund overages in Health Plan Administrtion costs.

Granville County
Finance

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

To:	Board of Commissioners
From:	Steve McNally
Department:	Finance
Date:	June 13, 2022
Title:	**Project Ordinance Amendment #1 - American Rescue Plan**

PURPOSE:
To realign the expenditure categories of the American Rescue Plan Grant Project

BACKGROUND:
When awarded $11,740,344 in Coronavirus State and Local Fiscal Recovery funds in late FY 2021, Granville County was asked to make an initial indication of how these funds would be expended based on funding guidelines. During the course of year, a Final Ruling was established for the fund which altered the available expenditure categories. The County has since chosen to expend $10,000,000 of these funds in Revenue Replacement, which will cover general fund payroll expenses. The balance ($1,740,344) is designated for funding for the GREAT grant fiber optic cable project.

RECOMMENDATION:
Approve Grant Project Ordinance amendment

ATTACHMENTS:
Project Ordinance Amendment #1

ACTION TAKEN:

Project Ordinance
American Rescue Plan Grant Project
Budget Amendment **#** 1 (during Fiscal Year 2022)
(Budget Amendment # 1 for project ordinance)

Be it ordained; the American Rescue Plan Grant Ordinance is hereby amended as follows:

Expenditures: Increase/(Decrease)	
Water/Waste Water infrastructure	($3,522,103)
Broadband	($3,522,103)
Economic Relief	($1,174,035)
Healthcare	($3,522,103)
Fiber Optic/GREAT Grant Expenditures	$1,740,344
Revenue Replacement	$10,000,000
Total Expenditures	$0

(For Reference Only)
American Rescue Plan Grant Project

Expenditure Increase/ (Decrease):			**Balance**
32-4000-001	Water/WasteWater Infrastructure	($3,522,103)	0
32-4000-002	Broadband	($3,522,103)	0
32-4000-003	Economic Relief	($1,174,035)	0
32-4000-004	Health Care	($3,522,103)	0
32-4000-005	Fiber Optic/GREAT Grant Funding	$1,740,344	$1,740,344
32-4000-006	Revenue Replacement (Trans. Gen Fund)	$10,000,000	$10,000,000

Description: Reclassify spending categories for the American Rescue Plan as agreed upon by the Granville County Board of Commissioners on April 6, 2022.

ESTABLISHMENT OF BUDGET LEVELS
American Rescue Plan
Grant Project Ordinance Budget Levels
(For County Auditors Reference)

Expenditures		***Revenues***	
Fiber Optic/GREAT Grant Expenditures	$1,740,344	American Rescue Plan Funding	$11,740.344
Revenue Replacement (Trans. To Gen Fund)	$10,000,000		
Total Expenditures	**$11,740,344**	**Total Revenues**	**$11,740,344**

Granville County
Finance

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

To:	Board of Commissioners
From:	Steve McNally
Department:	Finance
Date:	June 13, 2022
Title:	**Project Ordinance – National Opioid Settlement**

PURPOSE:
To establish a grant fund to tract the receipt and expenditure of National Opioid Settlement funds.

BACKGROUND
As defined by the Distributor Settlement Agreement dated July 21,2021, North Carolina is part of a $26 billion national agreement that will help bring relief to communities impacted by opioids. These funds will be used to support treatment, recovery, harm reduction, and other life-saving programs and services in communities throughout the state.

Granville County will specifically receive $3,800,363 over a period of 2022 through 2038. This grant project is set up to track the receipt and disbursement of these funds.

RECOMMENDATION:
Approve National Opioid Settlement Grant Project Ordinance

ATTACHMENTS:
National Opioid Settlement Grant Project Ordinance

ACTION TAKEN:

GRANT PROJECT ORDINANCE

National Opioid Settlement Project Ordinance

Be it Ordained by the Governing Board of Granville County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the National Opioid Settlement Project to receive funds as defined in the Distributor Settlement dated as of July 21, 2021.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Project Description

Component	Amount of Proceeds
National Opioid Settlement Expenditures	$3,800,363
Total	$3,800,363

Section 4. The following revenues are anticipated to be available to complete this project:

Component	Amount of Proceeds To Be Used
National Opioid Settlement Proceeds	$3,800,363
Total	$3,800,363

Section 5. The Finance Director is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to satisfy the requirements as required by the Grant Agreement and Federal and State regulations. This grant project fund will be designated as a special revenue fund.

Section 6. The Finance Director is directed to report, on a periodic basis, on the financial status of each project elements in Section 3 and on the total revenues received or claimed.

Section 7. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Director for direction in carrying out this project.

Adopted this __20__day of June, 2022

Granville County Board of Commissioners

____

Tony Cozart, Chairman

ATTEST:

____

Debra Weary, Clerk to the Board

Granville County
Finance

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

To:	Board of Commissioners
From:	Steve McNally
Department:	Finance
Date:	June 14, 2022
Title:	**Update Check Signing sSgnatures for Sheriff's Execution Account**

PURPOSE:
To authorize the County Finance Director to make the recommended changes to the Sheriff's Execution Account.

BACKGROUND:
In January 2020, the Granville County Board of County Commissioners approved the transition of control of the Sheriff Department bank accounts to the Finance office. As part of this transition process, the Finance office would maintain physical control of the checks, and a dual check signature would be required for either Finance or Administration personnel.

The Sheriff's Execution Account at Union Bank in Oxford is one such account. Because of this requirement, as well as changes in the Sheriff Department and Administration personnel, the following signature changes are recommended:

Signatures coming off	Signatures adding on
Kendall Mangum	Korena Weichel
Chris Smoot	Steve McNally
Victoria Ramsey	Debra Weary
Charlie Noblin	John Hardy

FUNDING:
N/A

RECOMMENDATION:
County Finance Director recommends authorizing the County Finance Director to make the recommended changes to the Sheriff's Execution Account signature card.

ATTACHMENTS:
Agenda Item detail
Agenda outline
Minutes reflecting 1/6/20 approval of control transfer from Sheriff to Finance

ACTION TAKEN:

Department: Sheriff's Office
Date: January 1, 2020

Title: **Transfer of Sheriff Office Accounts to County Finance Department**

PURPOSE:

To designate Union Bank as an official depository of Granville County and authorize the transfer of control of existing Sheriff Office bank accounts to the County Finance Department.

BACKGROUND:

County Attorney Jim Wrenn, Chief Deputy Sherwood Boyd and County Manager Michael Felts reviewed the Local Government Budget and Fiscal Control Act and the status of the existing Sheriff Office accounts held at Union Bank. As noted by Attorney Jim Wrenn, the best reading of the Local Government Budget and Fiscal Control Act requires that these accounts be held at an official depository of the County. As a result, and based upon the understanding that Chief Deputy Boyd and County Manager Felts also joins in this request, Attorney Wrenn requests that the Board designate Union Bank (where the accounts are currently held) as an official depository of the County subject to verification from Union Bank that the Sheriff's Office accounts are listed as public funds accounts by Union Bank.

FUNDING:

N/A

RECOMMENDATION:

County Manager, Chief Deputy, and County Attorney recommend that the Board of Commissioners designate Union Bank as an official depository of the County subject to verification from Union Bank that the Sheriff's Office accounts are listed as public funds accounts by Union Bank, and authorize the County Finance Director and Chief Deputy to execute new signature cards for the existing accounts and to develop County Internal Controls for the maintenance and use of the accounts.

ACTION TAKEN:

AGENDA

GRANVILLE COUNTY BOARD OF COMMISSIONERS

Monday, January 6, 2020

Call to order @ 7:00 p.m. .... **Chairman David T. Smith**
Invocation .... **Commissioner Zelodis Jay**

Consent Agenda

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2. Budget Amendment #5 (p. 3)
3. Approve Bonds for Finance for 2019-2020 (p. 8)
4. Transfer of Sheriff Office Accounts to County Finance Department (p. 9)
5. Appointment of Members to Board/Committee/Liaison Assignments (p. 10)
6. Minutes (p. 15)
7. Tax Releases and Refunds (p. 70)
8. Authorizing Resolution - Project Adam (p. 84)
9. Authorizing Resolution for Project FNP (p. 86)
10. National Radon Action Month Proclamation (p. 88)

Introductions, Recognitions and Presentations

11. Recognition of Service - Warren Daniel (p. 90)
12. Recognition of Service - Douglas P. Logan (p. 92)
13. Recognition of Service - Donnie L. Boyd (p. 94)
14. Recognition of Service - Francine M. Hart (p. 96)
15. Recognition of Service - Willie S. Richards (p. 98)

Public Comments

16. Public Comments (p. 100)

Finance Matters

17. FY 2018-2019 Comprehensive Annual Financial Report (CAFR) Audit Presentation (p. 101)

School Matters

18. Surplus Property Request from Board of Education (p. 108)

19. Appeal Request from Oxford Preparatory School (p. 115)

Tax Matters

20. Present Use Value - Continued Use Late Applications (p. 124)

Emergency Services Matters

21. Proposed Ordinance to Franchise Ambulance Service (p. 125)

Solid Waste Matters

22. Emergency Purchase - Landfill Leachate Tank Mixer (p. 127)

23. Contracting of Services for Litter Removal Services (p. 130)

Purchasing

24. 9-1-1 Back-up Center Additional Phone Position (p. 141)

25. Law Enforcement Center Inmate Food Service Contract (p. 143)

26. Granville County Animal Shelter's Floor Finishes (p. 188)

27. DSS New Vehicle Purchase (p. 195)

28. COTT System Software Renewal (p. 197)

Appointments

29. Granville County Economic Development Advisory Board (p. 211)

30. Orange Street Community Center (p. 212)

31. Emergency Services Committee (p. 213)

32. KARTS (p. 216)

33. Granville Health System Board of Trustees (p. 217)

34. Granville-Vance District Board of Health (p. 218)

35. Senior Services Advisory Committee (p. 219)

36. Kerr Tar Regional Council of Governments' Advisory Council on Aging (p. 220)

37. Kerr Tar Regional Council of Governments' Board of Directors (p. 221)

County Manager's Report

38. Use Federal Funds for Employee Recognition Award (p. 222)

39. Conversion of Full Time Position to Part Time Positions (p. 229)

40. Draft Retreat Agenda (p. 231)

41. Appeal of Exemption Application for Centre for Homeownership and Economic Development Corporation (p. 235)

County Attorney's Report

42. County Attorney's Report (p. 236)

43. Extension of Exclusive Solid Waste Collection Franchise (p. 237)

Presentations by County Board Members

44. Presentations by County Board Members (p. 241)

Any Other Matters

45. Any Other Matters (p. 242)

Closed Session

46. Closed Session as allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter (p. 243)

47. Closed Session as allowed by G.S. 143-318.11(a)(5)- Property Acquisition (p. 244)

48. Closed Session as allowed by G.S. 143-318.11(a)(6) – Personnel (p. 245)

(D) Approved designation of Union Bank as an official depository of the County subject to verification from Union Bank that the Sheriff's Office accounts are listed as public funds accounts by Union Bank, and authorized the County Finance Director and Chief Deputy to execute new signature cards for the existing accounts and to develop County Internal Controls for the maintenance and use of the accounts.

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 11, 2022
Title:	**Letter of Support of Delay of Issuance of CFSP Request for Proposal**

BACKGROUND:
At the June 6, 2022, meeting the Board approved a letter to be sent to the Department of Health and Human Services asking that NCDHHS delay issuance of the CFSP Request for Proposal as described in the Feb. 18, 2022, Policy Paper, and instead consider a model that allows for regional plans aligned with the existing LME/MCO regions. The letter that was sent to Secretary Kody Kinsley and copied to Deputy Director Dave Richard and our legislative delegation is attached.

ATTACHMENTS:
Letter of Support of Delay of Issuance to DHHS

ACTION TAKEN:

GRANVILLE COUNTY BOARD OF COMMISSIONERS
104 BELLE STREET | POST OFFICE BOX 906 | OXFORD, NORTH CAROLINA 27565

June 9, 2022

Secretary Kody H. Kinsley
N.C. Department of Health and Human Services
2001 Mail Service Center
Raleigh, NC 27699-2000

Dear Secretary Kinsley:

As Chair of the Granville County Commissioners, the well-being of the children and families who reside in Granville County matters deeply to me. It matters to the Department of Social Services staff who work tirelessly to help bring strength and stability to families. It matters to the people at Vaya Health, our LME/MCO, who collaborate with providers, stakeholders, and state and local agencies to continue to improve and expand access to much-needed services and supports close to home. And I believe it matters to you and the dedicated individuals you lead at the Department of Health and Human Services who seek to improve the health, safety, and well-being of all North Carolinians.

The intense scrutiny North Carolina's public behavioral health and child welfare systems have faced in recent years is understandable. Children and families served by those systems have a right to quality care, but there is no standard, "one-size-fits-all" approach. The systems are not perfect, yet Vaya's collaborative efforts have built a solid foundation of stable, personalized, community-based care, with dedicated local providers who are deeply rooted in the communities they serve.

As proposed, the CFSP does not leverage the existing strengths of the LME/MCO system, or the resources already invested by the State of North Carolina into the Behavioral Health and I/DD Tailored Plan model. Vaya Health and other LME/MCOs have already been at work over the last several years on several of the initiatives outlined in the Child Welfare and Family Well-being Transformation Team's action plan and will carry that work into their Behavioral Health and I/DD Tailored Plan efforts. Recently, Vaya's Chief Population Health Officer, Rhonda Cox, was instrumental in helping to shape Transforming Child Welfare and Family Together: A Coordinated Action Plan for Better Outcomes, bringing her decades of experience with creating local solutions to the effort. Establishing an additional, separate statewide health plan to carry out those initiatives for a population currently receiving many of the same services through existing NC Medicaid plans is not in the best interest of children and families and creates an increased risk for service and system fragmentation, as well as staffing shortages—especially in the rural parts of the state where staffing is already a challenge. A better idea is to implement the action plan by building on what the LME/MCOs have done.

Just as one turns to a trusted contractor when building a house, our communities rely on local agencies and organizations to help build well-being. In North Carolina, these agencies and organizations make up our state's public health system. Although under renovation through Medicaid Transformation, our system has a strong foundation with Vaya Health—one built to offer stability and well-being to the children and families it serves. This kind of care will continue through regional Behavioral Health and I/DD Tailored Plans when they launch in December and building upon those established foundations will provide the time and support needed to succeed for our children.

Therefore, I ask that NCDHHS delay issuance of the CFSP Request for Proposal as described in the Feb. 18, 2022 Policy Paper, and instead consider a model that allows for regional plans aligned with the existing LME/MCO regions.

Sincerely,

Tony W. Cozart

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

cc: Senator Mike Woodard
Representative Terry Garrison
Representative Matt Winslow
Representative Larry Yarborough
Mr. Dave Richard, NCDHHS Deputy Secretary

Granville County
Administration

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 13, 2022
Title:	**Summer Civic Leadership Program-Intern Introductions**

PURPOSE:

The 2022 cohort of the Summer Civic Leadership Program began on June 16, 2022. Interns will rotate through County departments through the end of July. These rising seniors will get a "hands-on" experience in local government operations. This year's interns will also participate in weekly cohort days where they will work together on a team project, talk with and tour departments that don't have an intern placement this year, and tour parts of Granville County.
This year's cohort includes:

1. Jayla Gregory (Granville Early College)
2. Kenyan Smith (J.F. Webb)
3. Kristopher Arias (Granville Early College)
4. MacKayla McBride (Granville Early College)
5. Courtney Williams (Granville Early College)

   Please note, Courtney is not able to attend this evening due to a schedule conflict. She will attend the July meeting.

BACKGROUND:

For the twenty-first year, the Board approved offering scholarships to Granville County students as a part of a 5-week Summer Civic Leadership Program. The program has not been held the past two years due to COVID. Interns will explore the following tracks of government: Public Safety, Human Services, Community Services, and General Government.

ATTACHMENTS:

Participant Schedule - DRAFT
Cohort Days Agenda - DRAFT

ACTION TAKEN:

	PS, CS	PS, CS, GG	PS	PS, GG	PS, CS, HS
DATES	Jayla Gregory	Keenyan Smith	Kristopher Arias	Mackayla McBride	Courtney Wiliams
6/16/2022	Orientation/Cohort Day 1 (Day 1) True Colors Assessment County Manager				
06/17/2022	Orientation/Cohort Day 2 (Day 2) DSS Visit				
Week 1	Week 1				
06/20/2022	Senior Services (Day 3)	Landfill (Day 3)	Planning Director (Day 3)	911 (Day 3)	Vacation
	Commissioners Meeting 7pm				
06/21/2022	Senior Services (Day 4)	Landfill (Day 4)	Tax Administration (Day 4)	Development Services (Day 4)	Vacation
06/22/2022	Parks/Grounds (Day 5)	Emergency Management (Day 5)	Animal Control (Day 5)	Thornton Library (Day 5)	Vacation
06/23/2022	Parks/Grounds (Day 6)	Emergency Management (Day 6)	Animal Control (Day 6)	Thornton Library (Day 6)	Vacation
06/24/2022	Cohort Day 3-Economic Development (Day 7)				
Week 2	Week 2				
06/27/2022	Thornton Library (Day 8)	South Granville (Day 8)	911 (Day 8)	Internal Auditor (Day 8)	Senior Services (Day 3)
06/28/2022	Thornton Library (Day 9)	South Granville (Day 9)	Emergency Management (Day 9)	Internal Auditor (Day 9)	Senior Services (Day 4)
06/29/2022	Cohort Day 4-Tourism Day (Day 10)				
06/30/2022	Animal Control (Day 11)	Internal Auditor (Day 11)	Emergency Management (Day 11)	Parks/Grounds (Day 11)	Planning Director (Day 6)
07/01/2022	Animal Control (Day 12)	Internal Auditor (Day 13)	Development Services (Day 13)	Parks/Grounds (Day 13)	Tax Administration (Day 7)
Week 3	Week 3				
07/04/2022	Holiday				
07/05/2022	911 (Day 13)	Cooperative Extension (Day 13)	Cooperative Extension (Day 13)	Cooperative Extension (Day 13)	Emergency Management (Day 8)
07/06/2022	Developmental Services (Day 14)	Cooperative Extension (Day 14)	Cooperative Extension (Day 14)	Cooperave Extension (Day 14)	Emergency Management (Day 9)
07/07/2022	Planning Director (Day 15)	Parks/ Grounds (Day 15)	Internal Auditor (Day 15)	Landfill (Day 15)	Animal Control (Day 10)
07/08/2022	Tax Administration (Day 16	Parks/ Grounds (Day 16)	Internal Auditor (Day 16)	Landfill (Day 16)	Animal Control (Day 11)
Week 4	Week 4				
07/11/2022	Landfill (Day 17)	911 (Day 17)	Parks/Grounds (Day 17)	Planning Director (Day 17)	Thornton Library (Day 12)
07/12/2022	Landfill (Day 18)	Development Services (Day 18)	Parks/Grounds (Day 18)	Tax Administration (Day 18)	Thornton Library (Day 13)
07/13/2022	Cohort Day 5-AM only (Day 19) Department Head Meeting-9:00am				
07/14/2022	Internal Auditor (Day 20)	Senior Services (Day 20)	Thornton Library (Day 20)	Animal Control (Day 20)	Landfill (Day 15)
07/15/2022	Internal Auditor (Day 21)	Senior Services (Day 21)	Thornton Library (Day 21)	Animal Control (Day 21)	Landfill (Day 16)

	PS, CS	PS, CS, GG	PS	PS, GG	PS, CS, HS
DATES	Jayla Gregory	Keenyan Smith	Kristopher Arias	Mackayla McBride	Courtney Wiliams
Week 5	Week 5				
07/18/2022	Vacation	Cohort Day 6 (Day 22) Human Resources-New Hire Orientation Color of Money Workshop			
07/19/2022	Vacation	Planning Director (Day 23)	Senior Services (Day 23)	Emergency Management (Day 23)	Parks/Grounds (Day 18)
07/20/2022	Vacation	Tax Administration (Day 24)	Senior Services (Day 24)	Emergency Management (Day 24)	Parks/Grounds (Day 19)
07/21/2022	Vacation	Animal Control (Day 25)	Landfill (Day 25)	Senior Services (Day 25)	911 (Day 20)
07/22/2022	Vacation	Animal Control (Day 26)	Landfill (Day 26)	Senior Services (Day 26)	Development Services (Day 21)
Week 6	Week 6				
07/25/2022	Cooperative Extension (Day 22)				Internal Auditor (Day 22)
07/26/2022	Cooperative Extension (Day 23)				Internal Auditor (Day 23)
07/27/2022	Emergency Management (Day 24)				Cooperative Extension (Day 24)
07/28/2022	Emergency Management (Day 25)				Cooperative Extension (Day 25)
07/29/2022	Cooperative Extension (Day 26)				Cooperative Extension (Day 26)
08/08/2022	End Of Summer Wrap Up-4:00pm-7:00pm Board of Commissioners Meeting-7:00pm-Expo Center				
	Economic Development, Tourism, Human Resources, Administration and DSS are scheduled on Cohort Days *County Administration will serve as the default Department for other buildings in addition to the Cohort Days*				

Granville County Summer Civic Internship
Cohort Days Agenda

Thursday, June 16, 2022-Orientation

9:00am-9:30am Opening/Introductions
9:30am-10:00am Icebreaker

10:00am-11:30am True Colors Assessment
Crystal Smith
9:30am-11:00am Overview of Program
- Review handbook
- Schedule
- Department Requirements
- Expectations
- Electronic portfolio

11:00am-12:00pm Summer Project Review
12:00pm-1:00pm Lunch
2:00pm-3:00pm County Manager/Administration Office
3:00pm-4:00pm TBD
4:00pm-5:00pm Parent Information Session/Complete Paperwork

Friday, June 17, 2022-Orientation

8:30am-9:30am Review/Begin Portfolios/Pictures
10:00am-12:00pm DSS
12:00pm-1:00pm Lunch
1:00pm-3:00pm Department Visit (TBD)
3:00pm-4:00pm Summer Project Discussion

Monday, June 20, 2022

7:00pm-8:00pm Commissioners Meeting (Expo Center)

Friday, June 24, 2022-Economic Development Department

8:30am-9:00am Review/Portfolios
9:00am-3:00pm Economic Development (lunch included)

Wednesday, June 29, 2022-Tourism Department

8:30am-10:00am Review/Portfolios
10:00am-3:00pm Tourism

<u>Wednesday, July 13, 2022 (maybe ½ day with Department head meeting)- I'm not available</u>

9:00am-10:30am	Department Head Meeting
10:30am-12:00pm	TBD
12:00pm-3:00pm	Summer Project Work Time

<u>Monday July 18, 2022 -Human Resources Department</u>

9:00am-11:00am	New Hire Orientation
11:00am-12:00pm	Benefits
12:00pm-1:00pm	Lunch and Learn
1:30pm-3:00pm	Color of Money Workshop
3:00pm-4:00pm	Portfolio/Summer Project Time

<u>Monday, August 8, 2022-4:00pm-7:00pm</u>

4:00pm-5:30pm	Presentation Review
5:30pm-6:30pm	Dinner
7:00pm-8:00pm	Commissioners meeting

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 11, 2022
Title:	**Public Hearing on Town of Stovall Request to Join the Granville County Fire Protection Service District**

PURPOSE:
To hold a public hearing in accordance with North Carolina General Statutes 153A-303 to consider the request from the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection & Rescue Service District effective July 1, 2022.

BACKGROUND:

- All required notices have been posted in accordance with the required timetable. A copy of the notice is attached for reference.

- On March 22, 2022, the Board established the Granville County Fire Protection Service District effective July 1, 2022 and directed the Granville County Tax Assessor/Collector to levy a special tax in an amount to be determined by the Granville County Board of Commissioners on behalf of Granville County within said service district in addition to those levied throughout the County in order to finance, provide and maintain fire protection and rescue services within the newly defined and established service district in addition to or to a greater extent than those financed, provided, or maintained for the entire County.

- The Town of Stovall duly adopted a resolution on May 10, 2022, requesting the Granville County Board of Commissioners to include the Town of Stovall in the Granville County Fire Protection Service District. (See attached)

- The Town of Stovall acknowledged their responsibility for mailing written notice at least four weeks before the date of the public hearing to all property owners as shown by the county tax records as of the preceding January 1 of all property located in the municipality. (Draft letter attached for reference)

- The Town of Stovall acknowledged their responsibility to make available a report containing certain specified information to be prepared and filed with the Clerk to the Board. (See attached)

A copy of the proposed adoption resolution is included for your reference and consideration following the public hearing.

FUNDING:
N/A

RECOMMENDATION:
After Holding the Public Hearing, the County Manager recommends approving the Adoption Resolution for the Town of Stovall.

ATTACHMENTS:
Adoption Resolution - Town of Stovall
Public Hearing Notice
Stovall Request
Letter to Property Owners
Resolution

ACTION TAKEN:

RESOLUTION TITLE: **REQUEST BY THE TOWN OF STOVALL TO EXPAND THE GRANVILLE COUNTY FIRE PROTECTION SERVICE DISTRICT TO INCLUDE THE TOWN OF STOVALL**

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-301 and 153A-309.2 authorize the Granville County Board of Commissioners to establish and define a service district in order to finance, provide, or maintain for the district certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire county;

WHEREAS, the Board followed all necessary and prescribed steps outlined under North Carolina General Statutes to properly research, define and establish a fire protection service district including establishing a rate cap pursuant to NCGS § 153A-309.2;

WHEREAS, on March 22, 2022, the Board established the Granville County Fire Protection Service District effective July 1, 2022 and directed the Granville County Tax Assessor/Collector to levy a special tax in an amount to be determined by the Granville County Board of Commissioners on behalf of Granville County within said service district in addition to those levied throughout the County in order to finance, provide and maintain fire protection and rescue services within the newly defined and established service district in addition to or to a greater extent than those financed, provided, or maintained for the entire County;

WHEREAS, the Town of Stovall duly adopted a resolution on May 10, 2022, requesting the Granville County Board of Commissioners to include the Town of Stovall in the Granville County Fire Protection Service District;

WHEREAS, The Town of Stovall has previously been funding their fire and rescue services through the Town of Stovall General Fund;

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-303 prescribes a process whereby municipalities may request the Granville County Board of Commissioners (the “Board”) to consider including municipalities within the county’s fire protection service district, which has been created in in order to finance, provide, or maintain certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County;

WHEREAS, the Town of Stovall acknowledged their responsibility for mailing written notice at least four weeks before the date of the public hearing to all property owners as shown by the county tax records as of the preceding January 1 of all property located in the municipality;

WHEREAS, the Town of Stovall acknowledged their responsibility to make available a report containing certain specified information to be prepared and filed with the Clerk to the Board;

WHEREAS, the Board is authorized by NCGS § 153A-303 to extend service districts and levy additional taxes in a county service district to finance the level of service provided in the district that is not provided in the entire county;

WHEREAS, the Granville County Board of Commissioners called for a public hearing on June 20, 2022, to consider the request from the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection Service District effective July 1, 2022; and

WHEREAS, the Clerk to the Board made publication of the notice of public hearing regarding the proposed extension of the Granville County Fire Protection Service District as set forth in NCGS § 153A-303.

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

1. At the written request of the Town of Stovall, the countywide service district is hereby extended to include the Town of Stovall, for the purpose of providing needed fire protection and rescue services within said district area. The municipal limits of the Town of Stovall will now be recognized from here forward as an integral part of the "Granville County Fire Protection Service District" consistent with North Carolina General Statutes.

2. At the written request of the Town of Stovall, the Granville County Tax Assessor/Collector shall levy a special tax in an amount to be determined by the Granville County Board of Commissioners on behalf of Granville County and the Town of Stovall within said service district in addition to those levied throughout the County in order to finance, provide and maintain fire protection and rescue services within the newly defined and established service district in addition to or to a greater extent than those financed, provided, or maintained for the entire County.

3. At the written request of the Town of Stovall, this resolution extending the countywide service district to provide fire protection and rescue services into the Town of Stovall shall take effect on July 1, 2022.

Adopted this the _20th__day of June 2022

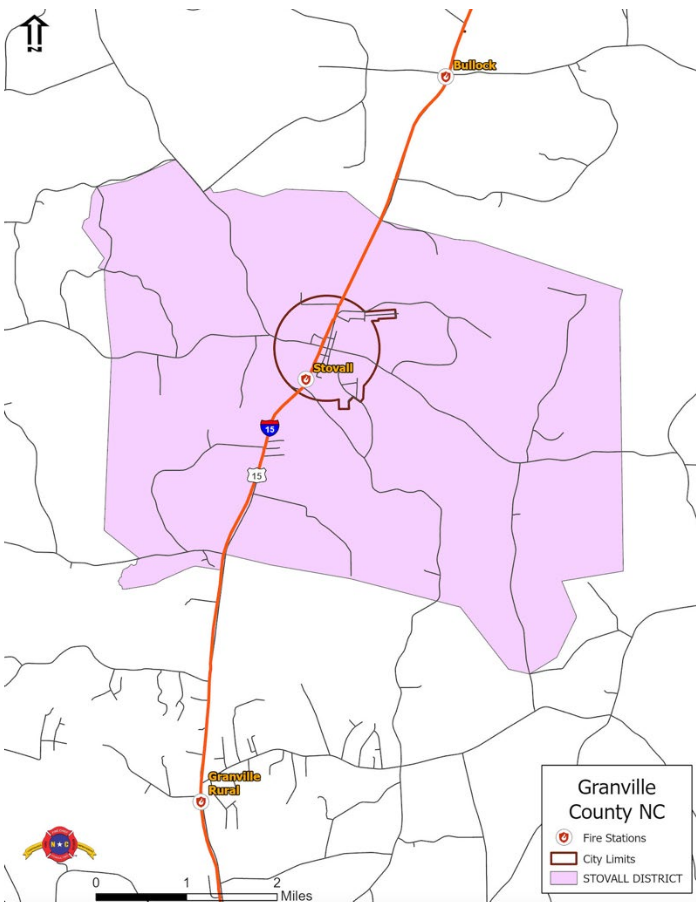
By: Attest:

____
Tony W. Cozart, Chairman
Granville County Board of Commissioners

____
Debra A. Weary, Clerk to the Board

Granville County Board of Commissioners Public Notice

Notice is hereby given that, pursuant to the provisions of N.C.G.S. 153A-303, the Granville County Board of Commissioners will hold a public hearing during its regular Board Meeting on June 20, 2022, at 7pm in the Granville County Expo Center, 4185 US Highway 15 South, Oxford, NC at the request of the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection Service District effective July 1, 2022. A map of the Town of Stovall is found below. A report as required by N.C.G.S. 153A-303 is available for public inspection in the office of the clerk to the board and from the Stovall Town Clerk. Any person wishing to comment in writing, prior to the public hearing, may do so by forwarding comments to the Clerk to the Board of Commissioners at P.O. Box 906, Oxford NC 27565, or debra.weary@granvillecounty.org . Granville County strives to ensure that people with disabilities have equal opportunity to access its programs, services, and activities. If you will require assistance to participate in a meeting of the Granville County Board of Commissioners, we request that you contact the Clerk to the Board at least 5 business days before the event.



TOWN OF STOVALL
REQUEST TO JOIN THE GRANVILLE COUNTY FIRE PROTECTION SERVICE DISTRICT
NCGS REPORT – May 2022

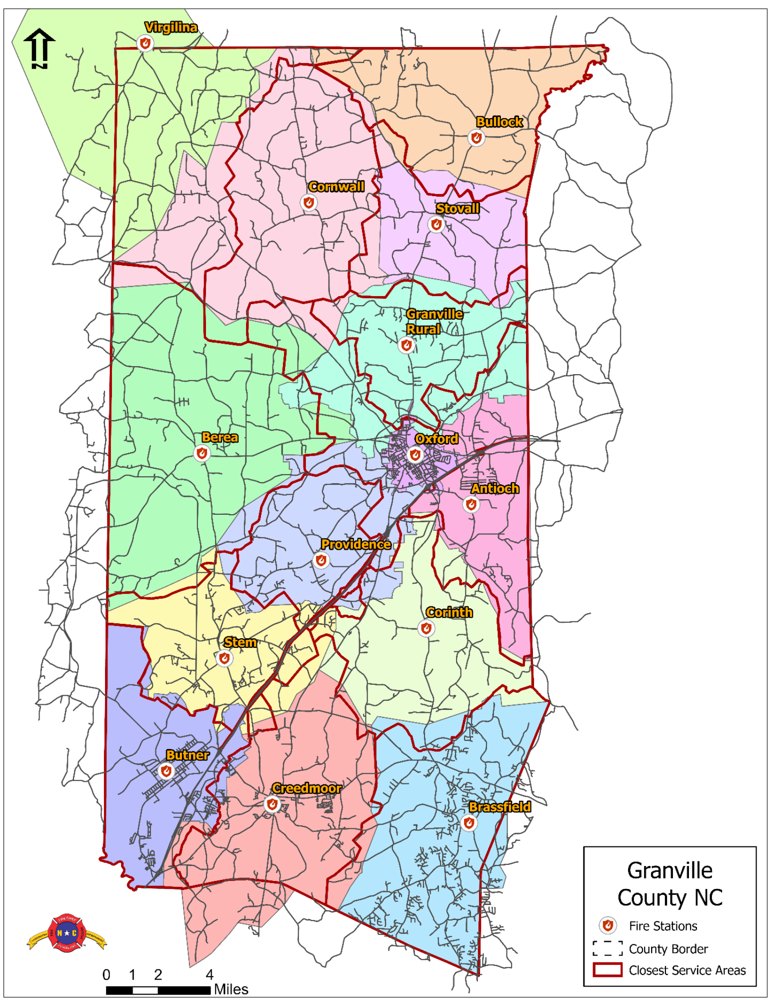
This report is prepared in accordance with North Carolina General Statute 153A-303 (d) regarding a municipality requesting to join a fire protection service district. This report is to be produced and made available before a required public hearing and must contain:

1. A map of the service district and the adjacent territory, showing the present and proposed boundaries of the district.
2. A statement showing that the area to be annexed meets the standards and requirements as outlined in NCGS 153A-303.
3. A plan for extending services to the area to be annexed.

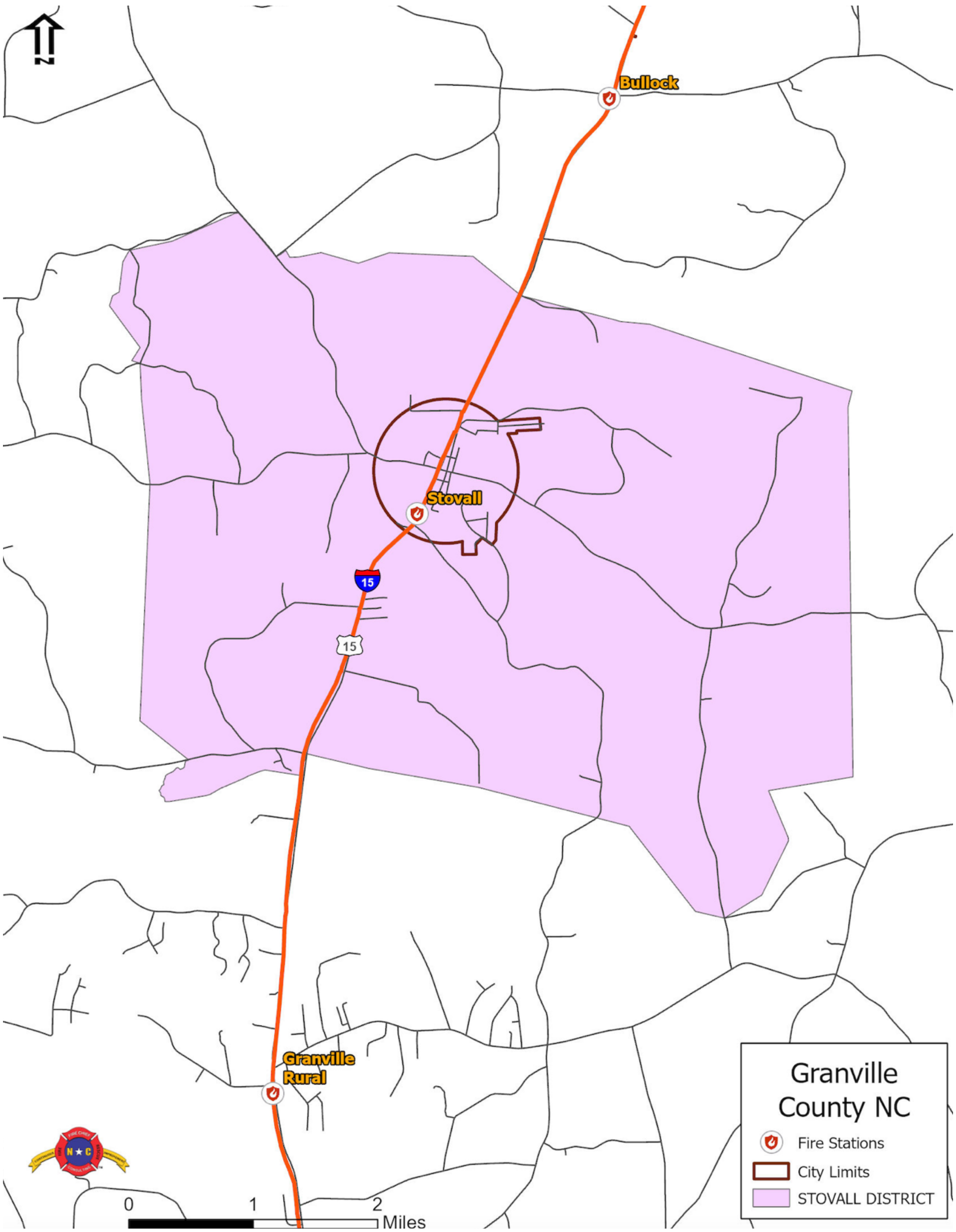
This report shall be available for public inspection in the office of the clerk to the board for at least two weeks before the date of the public hearing.

1. Map:

a. The current Granville County Fire Protection Service District encompasses the unincorporated areas of Granville County outside of municipalities. The map below signifies the unincorporated areas:



b. The area under consideration to extend the Granville County Fire Protection Service District into only includes the municipal limits of the Town of Stovall as is depicted below:



2. **Statement showing that the area to be annexed meets the standards and requirements as outlined in NCGS 153A-303:**
   a. The Town of Stovall is contiguous to the Granville County Fire Protection Service District, which encompasses all unincorporated areas of Granville County. At least one eighth of the Town's aggregate external boundary is coincident (at the same place) with the existing boundary of the county fire protection service district.
   b. The Town of Stovall adopted a resolution on May 10, 2022, requesting that the Granville County Board of Commissioners include the Town of Stovall into the Granville County Fire Protection Service District.

TOWN OF STOVALL, NORTH CAROLINA

RESOLUTION INCLUDING THE TOWN OF STOVALL WITHIN THE GRANVILLE COUNTY FIRE PROTECTION SERVICE TAX DISTRICT

RESOLUTION NUMBER: ______________

WHEREAS; the Granville County Board of Commissioners (Board) created a county service tax district for the purpose of financing fire protection as authorized in N.C.G.S. 153A-301, and;

WHEREAS; the Board established such a district as outlined in N.C.G.S. 153A-309.2 on April 4, 2022, and;

WHEREAS; pursuant to N.C.G.S. 153A-302, territory lying within the corporate limits of a city or sanitary district may not be included in a county service tax district unless the governing body of the city or sanitary district agrees by resolution to such inclusion, and;

WHERAS; expenses related to the provision of fire protection services are increasing due to increased fire facilities, staff, and apparatus required to maintain service levels, and;

WHEREAS, the Town of Stovall desires to be included in the Granville County Fire Protection Service Tax District, and

WHEREAS; Granville County will contract for fire protection and rescue services within the boundaries of the fire protection service tax district, and;

WHEREAS; all citizens within the corporate limits of Stovall will be taxed at a uniform rate established by the Granville County Board of Commissioners for the fire protection service tax district;

NOW THEREFORE BE IT RESOLVED; the Stovall Town Council hereby declare their desire to be included within the Granville County Fire Protection Service Tax District and authorize a limit in the rate of tax being levied to a maximum of fifteen cents ($0.15) on each one hundred dollars ($100.00) of property subject to taxation consistent with the limitations of N.C.G.S. 153A-307.

Adopted this _________________________, 2022 while in regular session.

ATTEST:

____
Town Clerk

c. Granville County called for a Public Hearing at the request of the Town of Stovall.

RESOLUTION TITLE: **CALLING A PUBLIC HEARING TO CONSIDER ADDING THE TOWN OF STOVALL TO THE GRANVILLE COUNTY FIRE PROTECTION SERVICE DISTRICT AT THE REQUEST OF THE TOWN OF STOVALL**

WHEREAS, the Town of Stovall adopted a resolution on May 10, 2022 requesting the Granville County Board of Commissioners to include the Town of Stovall in the Granville County Fire Protection Service District; and

WHEREAS, The Town of Stovall has been funding their fire and rescue services through the Town's municipal General Fund; and

WHEREAS, North Carolina General Statutes ("NCGS") § 153A-303 prescribes a process whereby municipalities may request the Granville County Board of Commissioners (the "Board") to consider including municipalities within the county's fire protection service district, which has been created in in order to finance, provide, or maintain certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County; and

WHEREAS, the Town of Stovall acknowledges their responsibility for mailing written notice at least four weeks before the date of the public hearing to all property owners as shown by the county tax records as of the preceding January 1 of all property located in the municipality; and

WHEREAS, the Town of Stovall acknowledges their responsibility to make available a report containing certain specified information to be prepared and filed with the Clerk to the Board; and

WHEREAS, the Board is authorized by NCGS § 153A-303 to extend service districts and levy additional taxes in a county service district to finance the level of service provided in the district that is not provided in the entire county.

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

The Granville County Board of Commissioners resolve to call for a public hearing on June 20, 2022, at 7pm at the Granville County Expo and Convention Center at 4185 US Highway 15 South Oxford, to consider the request from the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection Service District effective July 1, 2022; and

BE IT FURTHER RESOLVED BY THE GRANVILLE COUNTY BOARD OF COMMISSIONERS:

That the Clerk to the Board is hereby directed to make such publication of the notice of public hearing regarding the proposed extension of the Granville County Fire Protection Service District as set forth in NCGS § 153A-303.

d. Written notice of the required public hearing was provided to all property owners within the Town of Stovall on of Stovall on May 15, 2022, utilizing a letter from Mayor Mike Williford below:

TOWN OF STOVALL, NORTH CAROLINA

May 15, 2022

Notice to All Property Owners in Stovall:

This notice is to inform you that the Town of Stovall has requested to become part of the Granville County Fire Protection Service District and a public hearing has been called.

The Town of Stovall receives primary fire and rescue services from the Stovall Volunteer Fire Department, Inc., which is a private, non-profit corporation. We value and appreciate the critical services that the Stovall Fire Department provides the people of Stovall. To provide sustainable funding for all the fire departments across the county, Granville County is establishing a service district for all unincorporated areas of the county effective July 1, 2022. The Town of Stovall adopted a resolution on May 10, 2022, requesting to join the new Granville County Fire Protection Service District effective July 1, 2022.

If the Town's request is approved, Town residents would begin supporting fire and rescue services through the county's service district tax. If approved, property owners in the Town will pay the same service district tax rate that property owners in the unincorporated areas of the county pay.

The Granville County Fire Protection Service District includes all unincorporated areas of Granville County. North Carolina General Statutes enable municipalities to request the County Commissioners include municipalities in the county fire protection service district after they adopt a resolution making such a request. Statutes then require that written notice be mailed to every property owner in the municipality at least four weeks before the county holds a public hearing regarding this decision. In addition, the County is required to publish a notice of the public hearing at least a week before the public hearing. Also, the Town of Stovall is to make a report available that meets the statutory requirements of the Town's request and make that report available through the Stovall Town Clerk.

The Granville County Board of Commissioners is holding the Town's requested public hearing and giving this issue consideration only because of the written request of the Town of Stovall.

This public hearing is scheduled to be held on Tuesday, June 20, 2022, at 7pm at the Granville County Expo and Convention Center located at 4185 US Highway 15 South, Oxford NC. Granville County will post a notice of this public hearing at least one week before June 20, 2022.

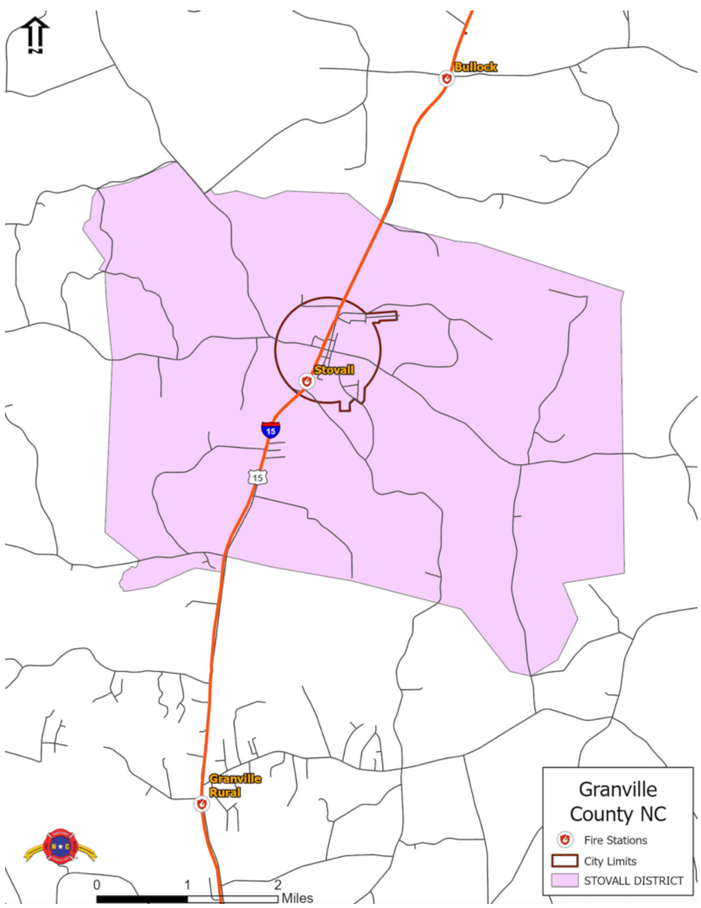
Should you have questions about this issue, please direct them to the Town of Stovall at 919-693-4646. Thank you for taking time to read this. We appreciate you being a vital part of the Town of Stovall.

____
Mayor Mike Williford

e. Granville County published notice of the public hearing for the benefit of the Town of Stovall, as outlined below:

Granville County Board of Commissioners Public Notice

Notice is hereby given that, pursuant to the provisions of N.C.G.S. 153A-303, the Granville County Board of Commissioners will hold a public hearing during its regular Board Meeting on June 20, 2022, at 7pm in the Granville County Expo Center, 4185 US Highway 15 South, Oxford, NC at the request of the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection Service District effective July 1, 2022. A map of the Town of Stovall is found below. A report as required by N.C.G.S. 153A-303 is available for public inspection in the office of the clerk to the board and from the Stovall Town Clerk. Any person wishing to comment in writing, prior to the public hearing, may do so by forwarding comments to the Clerk to the Board of Commissioners at P.O. Box 906, Oxford NC 27565, or debra.weary@granvillecounty.org . Granville County strives to ensure that people with disabilities have equal opportunity to access its programs, services, and activities. If you will require assistance to participate in a meeting of the Granville County Board of Commissioners, we request that you contact the Clerk to the Board at least 5 business days before the event.



3. Plan for extending services to the area to be annexed:

a. If approved by the Granville County Board of Commissioners, Granville County will contract with Stovall Volunteer Fire Department, Inc. to serve the Town of Stovall in the same way they contract to serve the unincorporated areas of Granville County which will be part of the Granville County Fire Protection Service District. This work will be conducted through a performance-based agreement between Granville County and Stovall Volunteer Department, Inc.
b. All terms and conditions of agreements as well as funding arrangements will ultimately be approved by the Granville County Board of Commissioners on an annual or as needed basis. The Granville County Board of Commissioners will engage a Fire Commission to principally advise the Board on all fire and rescue matters. This commission will be comprised of 7 members, including representation from fire service in the north, central and southern portions of the county as well as non-fire service residents (consumers) in the north, central and southern portions of the county. There will be one member at large. One county commissioner will serve as liaison to the Fire Commission.
c. Funding will be collected from throughout the entire service district and base funding will be provided to each contracting fire department. Beyond base funding amounts, there will be the opportunity, based upon the tax rate set, to distribute service enhancement funding to fire departments. In addition, the service district will establish capital replacement funding and grant funding programs to all the fire departments in the service district.
d. Joining the Granville County Fire Protection Service District does not prevent the Town of Stovall from providing additional funding or grants to the Stovall Fire Department if the Town so desires.
e. Key goals of the Granville County Fire Protection Service District currently include:
    i. Sustainable funding long-term for the fire service in Granville County.
    ii. A higher level of equity in levels of service delivery across the unincorporated areas of Granville County, enabling service contracts with all service providers to be more similar in terms of expectations of services delivered, response times, first unit arrival, full complement, etc.
    iii. Establishing a strengthened governance structure for the Granville County Board of Commissioners for unincorporated fire protection by establishing a fire commission comprised of both fire service and residents that will review fire service funding issues and make authorized, researched recommendations to the Board of Commissioners for adoption.
    iv. Enabling Granville County to modernize their service delivery contract with provider fire departments and ensure closest station response across the county's jurisdiction.
    v. Develop dynamic funding formulas for each contracting fire department that reflect several key indicators of hazard and risk and represent a fair and

realistic reflection of the cost to protect each response area. These funding formulas should reflect data from multiple years and fairly represent municipal needs in a balanced cost share model so that there is parity for all taxpayers when contracting fire departments serve both unincorporated areas as well as municipalities.

vi. Establish an equitable level of fire service taxation across the unincorporated areas of Granville County to support these core, essential services.

vii. As an overall fire protection service delivery system in the Granville County jurisdiction, better meet the national service delivery standards for volunteer and combination fire departments.

viii. Strengthen accountability at all levels of the delivery system including funding, equity, governance, and services provided.

TOWN OF STOVALL, NORTH CAROLINA

May 15, 2022

Notice to All Property Owners in Stovall:

This notice is to inform you that the Town of Stovall has requested to become part of the Granville County Fire Protection Service District and a public hearing has been called.

The Town of Stovall receives primary fire and rescue services from the Stovall Volunteer Fire Department, Inc., which is a private, non-profit corporation. We value and appreciate the critical services that the Stovall Fire Department provides the people of Stovall. To provide sustainable funding for all the fire departments across the county, Granville County is establishing a service district for all unincorporated areas of the county effective July 1, 2022. The Town of Stovall adopted a resolution on May 10, 2022, requesting to join the new Granville County Fire Protection Service District effective July 1, 2022.

If the Town's request is approved, Town residents would begin supporting fire and rescue services through the county's service district tax. If approved, property owners in the Town will pay the same service district tax rate that property owners in the unincorporated areas of the county pay.

The Granville County Fire Protection Service District includes all unincorporated areas of Granville County. North Carolina General Statutes enable municipalities to request the County Commissioners include municipalities in the county fire protection service district after they adopt a resolution making such a request. Statutes then require that written notice be mailed to every property owner in the municipality at least four weeks before the county holds a public hearing regarding this decision. In addition, the County is required to publish a notice of the public hearing at least a week before the public hearing. Also, the Town of Stovall is to make a report available that meets the statutory requirements of the Town's request and make that report available through the Stovall Town Clerk.

The Granville County Board of Commissioners is holding the Town's requested public hearing and giving this issue consideration only because of the written request of the Town of Stovall.

This public hearing is scheduled to be held on Tuesday, June 20, 2022, at 7pm at the Granville County Expo and Convention Center located at 4185 US Highway 15 South, Oxford NC. Granville County will post a notice of this public hearing at least one week before June 20, 2022.

Should you have questions about this issue, please direct them to the Town of Stovall at 919-693-4646. Thank you for taking time to read this. We appreciate you being a vital part of the Town of Stovall.

____

Mayor Mike Williford

RESOLUTION TITLE: **CALLING A PUBLIC HEARING TO CONSIDER ADDING THE TOWN OF STOVALL TO THE GRANVILLE COUNTY FIRE PROTECTION SERVICE DISTRICT AT THE REQUEST OF THE TOWN OF STOVALL**

WHEREAS, the Town of Stovall adopted a resolution on May 10, 2022 requesting the Granville County Board of Commissioners to include the Town of Stovall in the Granville County Fire Protection Service District; and

WHEREAS, The Town of Stovall has been funding their fire and rescue services through the Town’s municipal General Fund; and

WHEREAS, North Carolina General Statutes (“NCGS”) § 153A-303 prescribes a process whereby municipalities may request the Granville County Board of Commissioners (the “Board”) to consider including municipalities within the county’s fire protection service district, which has been created in in order to finance, provide, or maintain certain services in addition to or to a greater extent than those financed, provided, or maintained for the entire County; and

WHEREAS, the Town of Stovall acknowledges their responsibility for mailing written notice at least four weeks before the date of the public hearing to all property owners as shown by the county tax records as of the preceding January 1 of all property located in the municipality; and

WHEREAS, the Town of Stovall acknowledges their responsibility to make available a report containing certain specified information to be prepared and filed with the Clerk to the Board; and

WHEREAS, the Board is authorized by NCGS § 153A-303 to extend service districts and levy additional taxes in a county service district to finance the level of service provided in the district that is not provided in the entire county.

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

The Granville County Board of Commissioners resolve to call for a public hearing on June 20, 2022, at 7pm at the Granville County Expo and Convention Center at 4185 US Highway 15 South Oxford, to consider the request from the Town of Stovall to include the Town of Stovall in the Granville County Fire Protection Service District effective July 1, 2022; and

BE IT FURTHER RESOLVED BY THE GRANVILLE COUNTY BOARD OF COMMISSIONERS:

That the Clerk to the Board is hereby directed to make such publication of the notice of public hearing regarding the proposed extension of the Granville County Fire Protection Service District as set forth in NCGS § 153A-303.

Granville County
Economic Development
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Lynn Cooper
Department:	Economic Development
Date:	June 11, 2022
Title:	**Public Hearing for Economic Development - Project Pizza**

PURPOSE:
The purpose of this public hearing is to receive the views of the public on aiding and encouraging the location or expansion of industrial facilities in Granville County.

BACKGROUND:
Granville County served a notice that a hearing would be held to obtain the views of the public on relocation of company to Granville County called Project Pizza. The company will invest approximately $2.7 million and employ 23 new employees.

The maximum costs of the County-funded improvements will be up to $50,000 in accordance with the County funding policy. The $50,000 incentive package includes a 50% match of $25,000 towards the One NC Grant, a 5% match of a potential Building Reuse Grant provided by The North Carolina Department of Commerce and a cash incentive.

FUNDING:
The project will be funded with general County operating funds. The costs to the County of the County-funded capital improvements will be offset by new tax revenues generated by the company's' capital investment in the project over a period not to exceed five years.

RECOMMENDATION:
Following the public hearing, the Economic Development Director requests approval of the total $50,000 incentive package. This will include a 50% match of $25,000 towards the One NC Grant, a 5% match of a potential Building Reuse Grant provided by the North Carolina Department of Commerce and a cash incentive.

ATTACHMENTS:
Public Hearing Notice- Project Pizza
Resolution

ACTION TAKEN:

Notice of Public Hearing

All interested persons please take notice that a public hearing will be held by the Granville County Board of Commissioners pursuant to N.C.G.S. 158-7.1 on June 20th, 2022, at 7:00 p.m. or shortly thereafter. The meeting will be held at the Granville County Expo Convention Center, 4185 Highway 15, Oxford, NC 27565.

The purpose of the public hearing is to hear the views of the public on aiding and encouraging the expansion of industrial facilities in Granville County, specifically as follows: the relocation and expansion of a manufacturing company in Granville County. Project Pizza will invest approximately $2.7 million and employ potentially 23 new employees The maximum cost of the County-funded improvements will be up to $50,000 in accordance with the County funding policy to include a 50% match of $25,000 towards the One NC Grant, a 5% match of a potential Building Reuse Grant provided by The North Carolina Department of Commerce and a cash incentive.

This project will be funded with general County operating funds. The cost to the County of the County-funded capital improvements will be offset by new tax revenues generated by the company's capital investment in the project over a period not to exceed five years.

The public benefits to be derived from the making of these improvements include the development of industrial properties, which will increase the County's tax base to better provide for County services, and to increase employment opportunities within the County.

All interested citizens are invited and urged to attend.

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

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 and an existing building and the construction of a new building for D'Artagnan located at 325 Lewis Street, 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 a total Incentive of $50,000.

That the County of Granville will provide 50% match of the $25,000 One NC grant award for the project,

That the County of Granville will provide a 5% match of the potential Building Reuse Grant, and cash incentive,

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 20th June, 2022.

____

Tony W. Cozart, Chair

ATTEST:

Debra A. Weary, CMC
County Clerk

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 20, 2022
Title:	**Public Comments**

PURPOSE:
Public comments are limited to 3 minutes.

ACTION TAKEN:

Granville County
Senior Services
104 Belle Street
Oxford, NC 27565
(919) 693-5240

To:	Board of Commissioners
From:	Kathy May
Department:	Senior Services
Date:	June 9, 2022
Title:	**Home & Community Care Block Grant**

PURPOSE:
To consider approving the Local County Funding Plan for the fiscal year 2022-2023 Home and Community Care Block Grant.

BACKGROUND:
North Carolina General Statute 143B-181.1(a)(11) establishes a Home and Community Care Block Grant for Older Adults to be administered by the North Carolina Division of Aging. This legislation is the result of a recommendation made by the Department of Human Resources (DHR) Advisory Committee on Home and Community Care, a broad-based state level advisory committee established in 1989 by North Carolina General Statute 143B-181.9A. This committee was charged with, among other things, developing a "common funding stream" for services to older North Carolinians.

The Home and Community Care Block Grant, effective July 1, 1992, is comprised of funding for in-home and community-based services currently available through the Division of Aging as well as a portion of funding targeted for in-home and community-based services previously administered by the North Carolina Division of Social Services. Older Americans Act funds constitutes approximately 45% of Home and Community Care Block Grant funding and are intended to develop and enhance comprehensive and coordinated community-based systems of services, opportunities, and protections for older adults. Future funds appropriated by the General Assembly for this purpose will also be included in the Home and Community Care Block Grant. Area Agencies on Aging will fund county programs on aging through grant agreements with Boards of County Commissioners and community service providers.

The block grant gives County Commissioners maximum discretion in deciding how aging funds will be administered and budgeted in the county. By endorsing a local Funding Plan, Boards of County Commissioners will define the services to be provided, determine funding levels for services, and identify the community service providers to be involved with providing Home and Community Care Block Grant services.

FUNDING:
Grant Funding

RECOMMENDATION:

Senior Services Director recommends approval of the distribution of the Home and Community Care Block Grant as shown on the County Funding Plan attached.

ATTACHMENTS:

Letter from Kathy May and County Funding Plan

ACTION TAKEN:

Granville County
SENIOR SERVICES

Kathy B.May
Director

Assisting older Adults and their Families for over 30 years

MEMORANDUM

To: Michael Felts, County Manager

From: Kathy B. May, Senior Services Director KMay

Date: June 10, 2022

Because the Department of Senior Services is the agency with lead responsibility for planning and coordinating the County Funding Plan for the yearly allocation that comes to Granville County through the Home and Community Care Block Grant, I am presenting the following information for the Board's information, review, and approval.

1 – Next year's allocation from the Home and Community Care Block Grant totals $511,251, which is $16,881 higher than the current year.

2- The allocation requires a 10% local match that is already in the budget

3- I met with our Funding Plan Committee on June 10th to develop a plan of distribution of these funds to submit to the board.

4- Please see the attached documents that show the suggested distribution

5- This funding is a combination of federal and state dollars and is funneled to us through the Kerr-Tar Area Agency on Aging.

6- The money comes to us monthly as a reimbursement, based on records we provide the AAA at the end of each month.

I am happy to answer other questions if needed.

Granville County Senior Center
107 Lanier Street
P.O. Box 1287
Oxford, North Carolina 27656
(919) 693-1930

North Granville Senior Center
318 Hwy. 15 South
Stovall, North Carolina 27582
(919) 693-3383

South Granville Senior Center
Corner of Hwy. 56 & Main Street
P.O. Box 766
Creedmoor, North Carolina 27522
(919) 528-0848

NAME AND ADDRESS
COMMUNITY SERVICE PROVIDER
Granville County Senior Services
107 Lanier Street
Oxford, NC 27565

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732 (updated 4-4-22)
County____Granville____________
July 1, 2022 through June 30, _2023____
DATE : July 1, 2022

	Ser. Delivery (Check One)		A				B	C	D	E	F	G	H	I
			Block Grant Funding											
Services	Direct	Purch.	Access	In-Home	Other	Total	Required Local Match	Net* Serv Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
Medical Transportation			3500			\\\\\\\\\\\\\\\	389	3889		3889	151	25.75		
General Transportation			30000			\\\\\\\\\\\\\\\	3333	33333		33333	1279	26.06		
Congregate Nutrition					112000	\\\\\\\\\\\\\\\	12444	124444	15581	140025	23376	5.99		
Home Del Nutrition				88000		\\\\\\\\\\\\\\\	9778	97778	12000	109778	17967	6.11		
Respite Care Level 1				10000		\\\\\\\\\\\\\\\	1111	11111		11111	517	21.49		
In-Home Aide Level 2				42000		\\\\\\\\\\\\\\\	4667	46667		46667	2393	19.5		
In-Home Aide Level 3				60000		\\\\\\\\\\\\\\\	6667	66667		66667	3003	22.2		
Home Improvement				14000		\\\\\\\\\\\\\\\	1556	15556		15556	n/a		11	
Sr. Ctr Operations					151751	\\\\\\\\\\\\\\\	16861	168612		168612	n/a		970	
						\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\	0	0		0				
Total	\\\\\\	\\\\\\	33500	214000	263751	511251	56806	568057	27581	595638	48686	\\\\\\\\\\\\	981	0

Certification of required minimum local match availability.
Required local match will be expended simultaneously
with Block Grant Funding.

Kathy May, Sr. Srvs. Director 7-20-22
Authorized Signature, Title — Date
Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

Granville County

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

To:	Board of Commissioners
From:	Scott Phillips, Director
Department:	Development Services
Date:	June 9, 2022
Title:	**County Administration Offices Security Enhancements 104 Belle Street**

PURPOSE:
This request is for consideration to award a service contract for the installation of security enhancements for the Belle Street administration offices.

BACKGROUND:
Granville County received two competitive bid proposals for security enhancements at the above-referenced location. The features include the following elements:

- Electronic access control for the interior Lobby door and two (2) exterior Staff entrance doors.
- Video Intercom system allowing for two-way communication and remote unlock of the interior Lobby door from two interior office stations.
- Intrusion Detection system providing exterior door monitoring and audio sensors within the primary corridors.

The two proposals received are listed below:

- Sonitrol Integrated Security $10,186.00
- Network South, Inc. $12,513.55

NOTE: Due to the security aspect of these systems, full detail and device locations have been omitted from this request, however a copy of the document / proposal can be obtained from the Development Services Director.

FUNDING:
The fiscal year 2021-2022 budget can facilitate this request.

RECOMMENDATION:
The Granville County Development Services Director recommends awarding the installation and service contract to Sonitrol Integrated Security for an amount not to exceed $10,186.00.

ACTION:

Granville County Administration

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 11, 2022
Title: **Proposed Fiscal Year 2022-2023 Budget Discussion**

PURPOSE:

To revisit and discuss select service expansion items deferred during the budget work session held on May 31, 2022.

BACKGROUND:

The Board held a public hearing on June 6, 2022, and a Budget Workshop on May 31, 2022. During the budget work session, the Board deferred discussion of several items. Some items were deferred until later during fiscal year 2022-2023 and these items are not included in the list below. Discussion of two position requests and the schools system's request to assist with the funding of salary decompression resulting from the State's mandated hourly rate were deferred until after holding the public hearing on June 6th.

Page	Department	Title	Dept Mgr. Priority	Strategic Plan Reference	Estimated Cost	R N	Comments
5	Finance	Finance Technician			$28,315	R	Implement Jan. 16, 2023
18	Emergency Management	Fire Inspector/Deputy Fire Marshal		Objective #7	$43,500 $38,000	R N	$81,500 1st year total. Implement July 16, 2022
33	GCPS	Current Expense Increase		Objective #5	$1,408,000	R	To help fund salary decompression due to the State's hourly wage mandate. (*See Manager's comment below)

*** The State has required a minimum wage rate for all State employees which impacts local school districts. The State is funding State paid positions, however, has left it to the local governments to fund classified locally funded positions to fund. The County Manager believes this request provides an opportunity for the County Board to partner with the Board of Education to address the associated salary decompression. The Manager recommends entering into a 3-year funding agreement by which the school system would utilize a portion of their fund balance to assist with the funding of the decompression over the 3-year period. Should the State decide to contribute towards the decompression, then the payments can be amended as appropriate. The County Manager's recommendation would be to fund $470,000 in FY 22-23, $484,000 in FY 23-24, and $499,000 in FY 24-25. (Increase in amounts recognize an annual 3% inflationary adjustment). These amounts would be added to the Manager's recommended budget for each of the noted years and would not impact other future funding requests made to the County by the Granville County Board of Education.**

FUNDING:

The addition of any of the above amounts would result in recurring funding. While appropriated fund balance is not recommended to fund recurring items, the initial year could be funded with an appropriation of fund balance and other funding sources can be considered as needed in future budget years to address the recurring nature of these expenditures.

RECOMMENDATION:

The above referenced items were requested to be revisited for discussion by the Granville County Board of Commissioners during their budget work session held on May 31, 2022. The County Manager recommends discussion and consideration of the above items.

ATTACHMENTS:

Referenced Service Expansion Details

ACTION TAKEN:

Request for Service Expansion

Title of Service Expansion: **Finance Technician Position**

Name of Department: **Finance**

Purpose and Justification: With increased demands on our department due to growth in the County's scope of operations, as well as increased GASB reporting requirements and grant activities, the department's overall workload continues to increase. *The current staff of Granville County Finance has been able to handle the workload to this point, but given that the Finance department will be replacing a seasoned member of its staff (22 years of experience) in the middle of FY 2022-23, accomplishing this in the future will likely be difficult. There is a strong possibility the department will need additional staffing to continue to operate effectively. As Finance Director, I propose funding for an additional staff person to be hired in January 2023, increasing the count of Finance Department employees from four to five. (This position could be initially hired as temporary or part time until we finalize the person's responsibilities and how many hours a week they are needed.) Another item to consider in this request is that, in comparison to other counties in the area and of comparable size, Granville County's finance department is currently understaffed.

Finance Department Staffing in nearby Counties:

County	No. of Employees in Finance Dept.
Granville	4
Franklin	6
Person	5
Nash	6
Vance	6
Warren	7

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	$25,165	Half Year Salary/Benefit Est. Salary: $17,029 FICA: 1,303 Retirement: 2,071 Health and Life: 4,762
Capital Outlay	$3,150	2,000 Computer 1,000 Desk 150 Chair 500 Other supplies (Calculator, etc.)
Total Expenditures	$28,315	

Revenue to offset Costs		
Total Cost of Service Expansion	**$28,315**	

Request for Service Expansion

Title of Service Expansion: **<u>Fire Inspector / Deputy Fire Marshal</u>**

Department: **<u>Emergency Management / Fire Marshal</u>**

Purpose and Justification:

The purpose of this position is to assist the Fire Marshal in his daily duties. Granville County has more than 950 occupancies that by statute must be inspected on an annual to every 3-year rotation. Starting August 2017, an inspector from the Inspection Department was training with the Fire Marshal and has since transitioned back to the Inspections Department, full time. With this person in the department, the percentage of inspections that were completed rose drastically. With only the Fire Marshal completing these inspections, our department will not be in compliance with NC Administrative Code. Some of the larger business inspections can take 1 to 2 days to complete with only one person performing them. In 2019, 480 inspections were completed between the Fire Marshal and the Inspector from the Inspections Department. Our 2020 numbers are obscured due to not being able to perform inspections for part of the year due to COVID-19. During this time only 290 inspections were completed. In 2021, 434 inspections were completed. Two people would still have to work hard to complete all the inspections that are required by Fire Code. Fire Code is not only for the general public's safety but also for the safety of those responding to emergencies. In addition to inspections, this position will also assist with community outreach for Fire Education and Prevention. They will serve as additional on call personnel for Fire Investigations as well as Emergency Management. At times they will help maintain the office for coverage to ensure we are always open to the public during regular business hours. This person will be cross trained in Emergency Management to assist in disasters locally or in surrounding areas.

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Personnel	$45,000	Salary and Benefits
Operational	$5,000	Cost associated with new employee
Capital Outlay	$38,000	Vehicle for Fire Prevention Officer, Including Emergency Lights and Radio (one time cost)

Revenue to offset Costs	$6,500	This position will increase the number of inspections and allowing us to be closer to compliance with NC Administrative Code.
Total Cost of Service Expansion	***$81,500.00***	

Request for Service Expansion

Title of Service Expansion: **<u>School System – Employee Pay Adjustments due to $15/hr Mandate</u>**

Name of Department: **<u>Education</u>**

Purpose and Justification:
The school system is requested support to assist funding for locally paid salary adjustments due to the mandated $15/hr. minimum for State employees. It should be noted that this mandate is impacting all school districts, not just Granville County Schools. **Please refer to the Granville County Public Schools Proposed 2022-2023 Budget document.**

	ESTIMATED COST/ (SAVINGS)	Detail Explanation/ Justification of Cost
Current Expense Funding (Operating)	$1,408,000	Local impact due to State mandated $15/hr. minimum pay.
Capital Outlay Category 1		
Capital Outlay Category 2 & 3		
Total Expenditures	$1,408,000	

Revenue to offset Costs		
Total Cost of this Service Expansion	**$1,408,000**	

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

To:	Board of Commissioners
From:	Michael Felts
Department:	Administration
Date:	June 14, 2022
Title:	**Fiscal Year 2022-2023 Budget**

PURPOSE:
To consider approval of the FY 2022-2023 Budget Ordinance, Compensation & Classification Plan, and Fee Manual.

BACKGROUND:
The Board has completed an extensive review of the submitted FY 2022-2023 annual budget for Granville County, including work sessions, a public hearing, and general discussions. Attached is a summary of changes approved from the Board's budget work sessions, changes made based on additional information provided to the County, and adjustments based on final review by County Administration and County Finance staff.

Attached for reference and review are the 2022-2023 Fee Manual, 2022-2023 Compensation & Classification Plan, and the official Budget Ordinance that includes the General Fund; County Health Plan Service Fund; Fire Protection & Rescue Service Tax District Fund; and other annually budgeted funds for Fiscal Year 2022-2023. The Budget Ordinance sets the County's Ad Valorem tax rate at $0.84 per $100 valuation of property listed for taxes as of January 1, 2022; and sets the Fire Protection & Rescue Service Tax District tax rate at $0.06 per $100 valuation of property listed for taxes as of January 1, 2022.

RECOMMENDATION:
After reviewing the budget documents and holding any additional discussion, consider adoption of the 2022-2023 Fee Manual, 2022-2023 Compensation & Classification Plan, and the official Budget Ordinance that includes the General Fund; County Health Plan Service Fund; Fire Protection & Rescue Service Tax District Fund; and other annually budgeted funds for Fiscal Year 2022-2023.

ATTACHMENTS:
Summary of approved changes to the Recommended Budget
FY 22-23 Budget Ordinance
Fiscal Year 2022-2023 Fee Manual
Fiscal Year 2022-2023 Compensation & Classification Plan

ACTION TAKEN:

Summary of Approved Funding Enhancements, Service Expansions, and Other Items

As of June 6, 2022

During the budget work session held on May 31, 2022, the Granville County Board of Commissioners reviewed the fiscal year 2022-2023 recommended budget, 11 proposed funding enhancements, and 40 proposed service expansions. The Board approved funding for 13 of the proposed service expansions (listed below). The net effect of these approved funding enhancements and service expansions on the proposed budget is an increase of $4,943,177 to General Fund expenditures and an associated increase in the use of Fund Balance.

FUNDING ENHANCEMENTS

Funding Area		Recurring	Non-Recurring	Total
EMS Subsidy Funding		$2,112,099		$2,112,099
Hospital Plant Operations	– Parking Lot Improvements		$274,000	$274,000
Hospital Plant Operations	– Operating Room Air Handling Unit		$200,000	$200,000
Hospital Plant Operations	– Main Hospital Air Handling Unit		$200,000	$200,000
Hospital EMS	– Ambulance Replacement #1		$185,000	$185,000
Hospital EMS	– Ambulance Replacement #2		$185,000	$185,000
Hospital EMS	– Ambulance Replacement #3		$185,000	$185,000
School System Inflationary Funding		$251,244		$251,244
Granville-Vance Public Health			$100,000	$100,000
Food Insecurity Program			$40,000	$40,000
	Total	**$2,363,343**	**$1,369,000**	**$3,732,343**

SERVICE EXPANSIONS

#	Department	Title	Recurring	Non-Recurring	Total
1	General Government	Increase Mileage Reimbursement Rate to .53/mile	$15,650	$0	$15,650
2	Internal Auditor	Internal Financial Assessments	$60,000	$0	$60,000
4	Human Resources	Upgrade HR/Payroll System*	$0	$116,000	$116,000
6	Information Technology	Server Infrastructure Refresh to Address Cybersecurity	$0	$619,371	$619,371
14	Tax	Autoagent (Web-Based Collection System for Escrow Payments)^	$0	$0	$0
16	Library	Additional Wi-Fi Hotspots	$11,120	$0	$11,120
17	Emergency Communications	Pay Increase for Part-Time Telecommunicators	$5,980	$0	$5,980
22	Sheriff's Office	Pay Increase for Part-Time Bailiffs	$19,358	$0	$19,358
23	Sheriff's Office	Addition of 3 Part-Time Bailiffs & associated equipment	$53,235	$26,700	$79,935
26	Animal Management	Portable Livestock Panel Trailer	$0	$4,000	$4,000
29	Parks & Grounds	Refurbish Restrooms at Sports Pavilion	$0	$15,000	$15,000
31	Development Services	Software for Digital Plan Review	$0	$14,420	$14,420
34	Granville County Public Schools	Capital Outlay for County Identified Needs	$0	$250,000	$250,000
		Total of FY23 Approved Service Expansions	**$165,343**	**$1,045,491**	**$1,210,834**

* The initial set-up fees for the new HR/Payroll system are paid up-front with a reduced annual fee thereafter, resulting in an annual costs savings of approximately $22,000 over current vendor in year 4 and approximately $73,000 in subsequent years.

^ There is no cost to the County for the Autoagent program (the service convenience fee is charged directly to the escrow service provider).

OTHER ITEMS TO NOTE

Pay & Classification Plan

Sheriff's Office:	1 new position approved in fiscal year 2022 for fiscal year 2023.
Animal Management:	1 new position approved in fiscal year 2022 for fiscal year 2023.
Emegency Management:	Title change for Emergency Management/Safety Specialist to Administrative Assistant/Safety Specialist.

GRANVILLE COUNTY 2022-2023 BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Granville County, North Carolina:

Section 1. The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023, in accordance with the chart of accounts heretofore established for this County.

General Government:	
Board of Commissioners	304,348
Administration	705,451
Information Technology	867,055
Human Resources	247,208
Finance Department	525,001
Internal Auditing	164,345
Board of Elections	608,611
Register of Deeds	381,314
Tax Administration	1,050,031
General Services & Court Facilities	682,256
Total General Government	**5,535,620**
Human Services:	
Social Services	8,954,310
Veterans Services	132,566
Health and Human Services	7,432,549
Senior Services	1,597,945
Total Human Services:	**18,117,370**
Community Services:	
Library	1,877,276
Cooperative Extension/4-H BEST, U.T.G.	585,629
Soil Conservation	92,382
Recreation	307,244
GAP/Jonesland Park Operations	597,522
Tourism	81,255
Development Services - Inspections Division	850,932
Development Services - Planning Division	446,177
Addressing/GIS	126,715
Construction Administration	398,581
Construction Projects	1,039,200
Economic Development	1,201,216
Total Community Services	**7,604,129**
Education:	
Granville County Schools (Current Expense)	17,623,294
Granville County Schools (Debt Service)	5,802,697
Granville County Schools (Capital – Category 1)	1,119,518
Granville County Schools (Capital - Cat. 2 & 3 & S/w)	411,252
Vance-Granville Community College	1,233,588
Total Education	**26,190,349**

Public Safety:	
Sheriff	9,684,863
Detention Center	4,372,883
Emergency Communications	1,659,435
Animal Management	894,481
Emergency Management	406,624
Forestry Administration	122,230
Other Emergency Services	70,000
Total Public Safety	**17,210,516**
Area Projects & Other Appropriations:	
Special Projects	290,014
Non-Departmental	3,730,021
Pass Thru Funds	777,180
Total Area Projects & Other Appropriations	**4,797,215**
Contributions to Other Funds:	
Transfer to Tourism Development Authority	250,000
Total Contributions to Other Funds	**250,000**
Contingency:	
General Contingency	180,000
Contingency for Natural Disasters	10,000
School Repair Contingency	350,000
Total Contingency	**540,000**
TOTAL GENERAL FUND BUDGET 2022-2023	**80,245,199**

Section 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Ad Valorem Taxes	44,009,780
Prior Years Taxes	500,000
Penalties & Interest	233,500
Less Tax Discount	(430,000)
Sales & Other Taxes	14,705,000
Licenses, Fees & Other Revenue	4,002,137
Investment Earnings & Operating Transfers In	5,010,000
Restricted & Intergovernmental	9,246,821
Appropriated Fund Balance	2,967,961
TOTAL REVENUES - GENERAL FUND 2022-2023	**80,245,199**

Section 3. The following amount is appropriated in the Emergency Telephone System Fund (ETSF), a Special Revenue Fund, for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Phone System & Furniture	135,000

Software Operations	141,500
Hardware Operations	54,224
Training	8,000
Implemental Functions	25,000
Total Expenditures	**363,724**

Section 4. It is estimated that the following revenues will be available in the Emergency Telephone System Fund, a Special Revenue Fund, for fiscal year beginning July 1, 2022 and ending June 30, 2023:

911 Board – State Funding	363,724
Total Revenues	**363,724**

Section 5. The following amount is appropriated in the R. H. Thornton Library Memorial Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Memorial Projects	20,000
Total Expenditures	**20,000**

Section 6. The following revenues are available for the R. H. Thornton Library Memorial Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Memorial Donations	20,000
Total Revenues	**20,000**

Section 7. he following is appropriated in the Solid Waste Convenience Sites Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Operations	1,478,800
Total Expenditures	**1,478,800**

Section 8. It is estimated that the following revenues will be available in the Solid Waste Convenience Sites Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Collection Fees	1,301,400
Appropriated Fund Balance	177,400
Total Revenues	**1,478,800**

Section 9. The following amount is appropriated in the Construction & Demolition / Municipal Solid Waste Landfill Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Landfill Operations	5,701,570
Total Expenditures	**5,701,570**

Section 10. It is estimated that the following revenues are available for the Construction & Demolition/ Municipal Solid Waste Landfill Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

User Fees	1,650,175
Other Revenue	160,500
Vance Co. Mgr. Reimbursement	36,000
Loan Proceeds	3,863,895
Total Revenues	**5,710,570**

Section 11. The following amount is appropriated in the Storm Water Management Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Storm Water Management Operations	351,828
Total Expenditures	**351,828**

Section 12. It is estimated that the following revenues are available for the Storm Water Management Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Storm Water Fees	260,000
Contributions from other units of Government	91,826
Total Revenues	**351,828**

Section 13. The following amount is appropriated in the Health Plan Internal Service Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Administration	819,017
Claims – Current Year	2,870,093
Total Expenditures	**3,689,110**

Section 14. It is estimated that the following revenues are available for the Health Plan Internal Service Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Health Plan Contributions	3,689,110
Total Revenues	**3,689,110**

Section 15. The following amount is appropriated in the Social Services Contribution and Entrustment special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Expenditures	**200,000**

Section 16. It is estimated that the following revenues will be available in the Social Services Contribution and Entrustment special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Revenues	**200,000**

Section 17. The following amount is appropriated in the Equitable Sharing/Forfeiture special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Expenditures	**500,000**

Section 18. It is estimated that the following revenues are available for the Equitable Sharing/Forfeiture special revenue Fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Revenues	**500,000**

Section 19. The following amount is appropriated in the Sheriff's Special special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Expenditures	**30,000**

Section 20. It is estimated that the following revenues are available for the Sheriff's Special special revenue fund for fiscal year beginning July 1, 2022 and ending June 30, 2023:

Total Revenues	**30,000**

Section 21. There is hereby levied a tax at a rate of $.84 per one hundred dollars ($100) valuation of property listed for taxes as of January 1, 2022 for the purpose of raising the revenue listed as Ad Valorem Taxes in the General Fund in Section 2 of this Ordinance. The total rate of $.84 is based on an estimated total valuation of $5,306,654,084 and an estimated collection rate of 98.73%.

Section 22. The following amounts are hereby appropriated in the Fire Protection & Rescue Service Tax District Fund for the operation of the Fire Protection & Rescue Service District and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of accounts heretofore established for this Service District.

Base Funding Program Expenditures:	
Fire Department Funding	1,122,183
Total Base Funding Program	**1,122,183**
Fire Service Enhancement Funding Program Expenditures:	
Enhancement Funding	314,099
Total Fire Service Enhancement Funding Program	**314,099**
System-Wide Program Expenditures:	
VFD Worker's Comp Supplement	24,180
Professional Services	900
Volunteer Service Stipend	44,640
Capital Reserve – Apparatus Replacement	314,099
Grant Funding Program	50,000
Emergency Contingency Reserve	6,007
Total Contributions to Other Funds	**439,826**
TOTAL FIRE PROTECTION & RESCUE DISTRICT BUDGET 2022-2023	**1,876,108**

Section 23. It is estimated that the following revenues will be available in the Fire Protection & Rescue Service Tax District for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

Fire & Rescue District Taxes	1,884,594
Prior Years Taxes	10
Penalties & Interest	4,689
Less Tax Discount	(14,185)
Donations	1,000
TOTAL REVENUES - FIRE PROTECTION & RESCUE DISTRICT 2022-2023	**1,876,108**

Section 24 There is hereby levied a tax at a rate of $.06 per one hundred dollars ($100) valuation of property listed for taxes as of January 1, 2022 for the purpose of raising the revenue listed as Fire & Rescue District Taxes in the Fire Protection & Rescue Service Tax District Fund in Section 23 of this Ordinance. The total rate of $.06 is based on an estimated total valuation of $3,181,393,212 and an estimated collection rate of 98.73%.

Section 25. The Budget Officer is hereby authorized to transfer appropriations as contained herein under the following conditions:

a. The Budget Officer may transfer amounts between line item expenditures within a department without limitation and without a report being required. These changes should not result in increases in recurring obligations such as salaries.

b. The Budget Officer may transfer amounts between departments, including contingency appropriations, within the same fund.

c. The Budget Officer may not transfer any amounts between funds, except as approved by the Board of Commissioners in the Budget Ordinance as amended.

Section 26. The Budget Officer may make cash advances between funds for periods not to exceed 60 days without reporting to the Board of Commissioners. Any advances that extend beyond 60 days must be approved by the Board. All advances that will be outstanding as the end of the fiscal year must be approved by the Board. The Budget Officer should comply with the Fiscal Policy adopted by the Board annually as a part of the budget process.

Section 27. Copies of this Budget Ordinance shall be furnished to the Clerk of the Board of Commissioners and to the Budget Officer and to the Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Section 28. It will be the policy of this Board that it will not absorb any reduction in State and Federal funds; that any decrease shall be absorbed in the budget of the agency by reducing personnel or department expenditures to stay within the County appropriation as authorized. This policy is extended to any agency that is funded by the County and receives State or Federal money. This shall remain in effect until otherwise changed or amended by the Board of Commissioners.

Section 29. This Ordinance was adopted by the Granville County Board of Commissioners on June 20, 2022 and will become effective July 1, 2022.

Granville County Board of Commissioners

____

Tony W. Cozart, Chairman

Granville County

FEE MANUAL

Fiscal Year 2022-2023

Fees Amended	Date
Animal Management Division Fees	06/06/2016
Fire Marshal Fees	06/06/2016
Planning Fees	06/06/2016
Register of Deeds Fees	06/06/2016
Tax Administration Fees	06/06/2016
Granville Athletic Park Fees	06/06/2016
Sheriff's Department Fees	06/06/2016
Solid Waste Management Fees	06/06/2016
Animal Management Division Fees	06/19/2017
Planning Fees	06/19/2017
Addressing/GIS Fees	06/19/2017
Register of Deeds Fees	06/19/2017
Board of Elections Fees	06/19/2017
Tax Administration Fees	06/19/2017
Granville Athletic Park Fees	06/19/2017
Solid Waste Management Fees	06/19/2017
Fire Marshal Fees	06/04/2018
Inspections Fees	06/04/2018
Planning Fees	06/04/2018
Tax Administration Fees	06/04/2018
Convention & Expo Center Fees	06/04/2018
Solid Waste Management Fees	06/04/2018
Tax Administration Fees	04/01/2019
Planning Fees	02/22/2019
Animal Management Division Fees	06/03/2019
Addressing/GIS Fees	06/03/2019
Library Fees	06/03/2019
Convention & Expo Center Fees	10/21/2019
Granville Athletic Park Fees	10/21/2019
Fire Marshal Fees	07/01/2020
Inspection Fees	07/01/2020
Library Fees	07/01/2020
Tax Administration Fees	07/01/2020
Granville Athletic Park Fees	04/19/2021
Animal Management Division Fees	06/07/2021
Inspections Fees	06/07/2021
Planning Fees	06/07/2021
Solid Waste Management Fees	06/07/2021
Fire Marshal Fees	08/02/2021

Fees Amended	Date
Convention & Expo Center Fees	06/20/2022
Detention Center Fees	06/20/2022
Fire Marshal Fees	06/20/2022
General Government Fees	06/20/2022
Granville Athletic Park Fees	06/20/2022
Library Fees	06/20/2022
Planning Fees	06/20/2022

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INTRODUCTION

Granville County government provides many services to its citizens. While a majority of the revenue that pays for these services is through local and state authorized taxes, some services are appropriately funded by user fees wherein the cost of services that benefit a certain person or group of persons are paid for by those persons. The cost of the service should be measurable with an administrative mechanism for charging the beneficiary should be available.

The user fee concept promotes fairness because the revenue supplements the tax dollars that would otherwise be used to pay for the service. For example, if the inspections department was funded by general tax revenue, the general citizenry would be paying for mandatory inspections required of homebuilders and developers. A full-cost recovery user fee supplants this tax revenue and transfers these costs to the beneficiary of the services.

This document presents a consolidated directory of user fees for all county departments.

ADDRESSING/GIS FEES

Private/Public Road Sign	$135 or actual cost for sign & installation (whichever is higher)
Sponsored Littered Signs 18 x 24* sign, 8 foot post & installation	$90 per sign (minimum of 2 signs for sponsor name)

ANIMAL MANAGEMENT DIVISION FEES

Redemption by Owner (First time)	$25
Redemption by Owner (Second time within 1 year)	$50
Redemption (More than twice in 1 year)	$75
Livestock Redemption Fee (First time)	$50
Livestock Redemption Fee (Second time within 1 year)	$100
Livestock Redemption Fee (More than twice in 1 year)	$150
Livestock Boarding fee	$25 per day
Boarding Fee while animal impounded	$10 per day
Livestock Trailering Fee	$100
Livestock Adoption Fee	$100
Small Animal Adoption Fee	$5
Adoption Fee (Includes vaccines)	$50
Adoption Fee (501c3 Non-Profit Rescues & Fostering Veterinarians)	$15 per animal (maximum of $50 per day)*
Vaccination Fee (1Year)	$6
Failure to comply with adoption contract penalty	$150

*No adoption fees for 501c3 non-profit rescues and fostering veterinarians after they have paid $1,000 in adoption fees during the calendar year. This resets on a calendar year basis.

Low Cost Spay/Neuter Program: Granville County residents who qualify as low income by participating in any Department of Social Services program or have income at the federal poverty level or less can purchase spay or neuter coupons for their cat and/or dog.

Adoptable Spay or Neuter Program: Adopters can choose to purchase Spay/Neuter coupons from the Animal Shelter, which can be used for spay/neuter operations performed by veterinarians within the participating network. There are a limited number of coupons available each year. Coupon fees are shown in the chart below.

Program	Dog	Cat
Low Cost Spay/Neuter Program	$20	$10
Adoptable Spay or Neuter Program	$55	$30

BOARD OF ELECTIONS FEES

Computer Generated List in Hardcopy	$.00717 per page
Computer Generated CD	$25 per run
Computer Generated 3.5" Diskette	$25 per run
Computer Generated Labels	$.3543 per page or actual costs $.01181 per label or actual costs
Letter, Legal or Ledger Size Photocopies	$0.25

Filing Fees are determined by the Office and posted prior to each filing period.

DETENTION CENTER FEES

Daily Jail Fee	$10
Inmate Medical Co-Pay	$20 per visit
Overnight Out of State Inmate Transports	$40 per inmate
U.S. Marshalls' Fee for Overnight Stay	$75 per inmate

EMERGENCY SERVICES DEPARTMENT

EMS Division Fees

Ambulance Call Record (ACR) Fee (applies only to liability claims for person injury) (amended 3-15-99; amended 7-1-05)	$15
Ambulance Franchise Application Fee	$1,000

CONVENTION & EXPO CENTER

	GRANVILLE COUNTY RESIDENT RATES	NON-RESIDENT RATES
Auditorium*	$220 Half Day / $385 Full Day	$270 Half Day / $435 Full Day
Meeting Room*	$220 Half Day / $385 Full Day	$270 Half Day / $435 Full Day
Auditorium & Meeting Room*	$385 Half Day / $660 Full Day	$435 Half Day / $710 Full Day
Grounds^	$150 Half Day / $250 Full Day	$200 Half Day / $300 Full Day
Kitchen (with rental) *^	Free	Free

*All indoor Expo rentals are subject to a cleaning/damage deposit of $200 (auditorium or meeting room rental) or $400 (auditorium and meeting room combined rental). The deposit is refundable if the facility is left clean and free of any damage based on the conditions of the Rental Agreement.

^ Subject to availability.

- Half-day rental is 5 hours or less, full day rental is any rental over 5 hours. Set-up and clean-up must occur within the scheduled time listed on the rental receipt or rental agreement. If an additional day for set-up is needed, an additional rental fee will be required.
- 35% discount when booking multiple rentals (three or more) for the same organization. Discount does not apply if rentals are booked separately.
- ½ price rental fees for Granville County affiliated government agencies, effective September 4, 2012.
- 10% discount for veterans participating in the Thank-A-Vet program offered through the Granville County Register of Deeds' office.

FIRE MARSHAL FEES

Section A. Operational Permits	
1. **Aerosol Products** (When in excess of 500 pounds of Level 2 or 3 aerosol products)	$50
2. **Aviation Facilities** (If Group H or S or if repairing and/or refueling)	$50
3. **Amusement Buildings**	$50
4. **Battery Systems** (Exceeding 50 gal of liquids in storing system)	$50
5. **Carnivals and Fairs**	$50
6. **Combustible Dust-Producing Operations** (Combustible dusts defined in Chapter 2)	$50
7. **Combustible Fibers**: Storage and handling of combustible fibers in excess of 100 cubic feet	$50
8. **Compressed Gases** (If storing and/or handling at *normal temperature and pressure (NTP) of compressed gases in* excess of amounts listed in table 105.6.8. Exception: Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.	$50
9. **Covered Mall Buildings:** a. The placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall. b. The display of liquid or gas-fired equipment in the mall. c. The use of open-flame or flame producing equipment in the mall.	$50
10. **Cryogenic Fluids** (If producing, storing, transporting on site use, handling, or dispensing in excess of amounts listed in Table 105.6.10. Exception: Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.	$50
11. **Exhibits and Trade Shows**	$50

12. **Explosives, Blasting Agents, and Ammunition:** a. 48 Hours b. 7 Days c. 30 Days (1) To manufacture, possess, store, sell or otherwise dispose of explosive or blasting agents. (2) To transport explosive or blasting agents. (3) To use explosive or blasting agents. (4) To operate a terminal for handling explosive or blasting agents. (5) To deliver to or receive explosives or blasting agents from a carrier at a terminal between the hours of sunset and sunrise. (6) To transport blasting caps or electric blasting caps on the same vehicle with explosives.	 $125 $250 $500
13. **Flammable and Combustible Liquids**	$50
14. **Flammable Finishes** a. Spraying b. Dipping Spraying or dipping operations utilizing more than 1 gallon of flammable or combustible liquid on any working day.	 $50 $50
15. **Fumigation and Thermal Insecticide Fogging:** Any fumigation or thermal insecticide fogging process.	$50 Per Building
16. **Hazardous Chemicals:** Required for amount in excess of Table 105.6.20	$50
17. **High Piled Storage** If exceeding 500 Sq Ft	$50
18. **Miscellaneous Combustible Storage:** (If more than 2500 cubic feet)	$50
19. **Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings**	$50
20. **Lumber Yards and Woodworking Plants** (If lumber exceeds 100,000 board feet)	$50
21. **Ovens**: Industrial baking or drying ovens using oil or gas fuel	$50
22. **Private Fire Hydrants** Exception: Not Required for private industry with trained personnel, private fire brigade or fire departments to maintain, test and use private hydrants.	$50
23. **Pulverized Particles (dust)**: Industrial processes producing combustible dusts.	$50
24. **Pyrotechnic Special Effects Material**	$50
25. **Temporary Membrane Structures and Tents:** Over 800 sq ft (enclosed) or 1800 sq ft (open). Exceptions: Tents used exclusively for recreational camping purposes.	$50
26. **Underground Storage Tank Installation or Removal** (Per Site)	$200
27. **Above Ground Storage Tank Installation or Removal** (Per Site)	$200
28. **Fireworks**: a. Manufacture b. Sale, Possession, Outdoor Public Display c. Indoor Public Display	 $100 $200 $300
29. **Permit Related Fines:** a. Work started without a permit. b. Work finished without a permit.	 $250 + permit fee $500 + permit fee

Section B. Mandated State Inspections	
1. **Regular Inspections**	See Section F
2. **Imminent Hazard Violation** (fine for EACH violation immediately). Overcrowding, Locked Exit Door, Blocked Exit Door	$250
3. **Other Non-compliance** (fine for EACH violation)	$50
Section C. Re-inspections	
Fee after two inspections when owner/operator fails to comply with code requirements and does not file an appeal (Paid by business owners or operators).	$100
Section D. Routine Inspections	
Manufacturing & Industrial	
0-3,000 sq ft	$50
3,001-5,000 sq ft	$100
5,001-10,000 sq ft	$150
10,0001-50,000 sq ft	$200
50,001-100,000 sq ft	$250
100,001-200,000 sq ft	$300
200,000-350,000 sq ft	$350
351,000-500,000 sq ft	$400
500,001-750,000 sq ft	$450
750,001-1,000,000 sq ft	$500
1,000,001 sq ft and up	$600
Business & Mercantile	
0-1,500 sq ft	$20
1,500-3,000 sq ft	$50
3,001-5,000 sq ft	$100
5,001-10,000 sq ft	$150
10,001-50,000 sq ft	$200
50,001-100,00 sq ft	$250
100,001-200,000 sq ft	$300
200,001 sq ft and up	$350
Day Care	$100
Rest Home	$50 or $10 per sleeping unit
Family Care Homes	$50
Nursing Centers	$50
Hospitals/Institutional Facilities	$100
Foster Homes	$25
ABC Permit	$100
Churches	$50
Schools	$50
Residential/Dormitory	$50 or $10 per sleeping unit
Fire Departments	$10
Site Plan Review	$50

GENERAL GOVERNMENT FEES

Non-Departmental fees are set for each office of County Government. These fees should be followed by all employees unless the fee is specifically set by General Statutes or by an adopted Granville County Ordinance.

Returned Check Fee	$25
Photocopies (*other data collection/copying*)	$0.10
Employee ID Badge Replacement (*upon hire, initial badge is provided free of charge; this fee is only charged to employees for badge replacement requests due to damage, loss, or personal preference*)	$10

GRANVILLE ATHLETIC PARK FEES

Baseball/Softball/Soccer Fields

	Resident Rate	Non-Resident Rate
Practice Field	$25 per 2 hours	$35 per 2 hours
Half Soccer Field	$35 per 2 hours	$60per 2 hours
Baseball/Soccer/Softball Fields or Basketball Goals	$35 per 2 hours	$60 per 2 hours
Tournament Play*		
Friday, 5 – 10 pm; Saturday, 8 am – 10 pm; Sunday, 1 – 10 pm		$150 per field

** Tournament rentals only available at the days/times specified above. Rates include field lights (if applicable), conference room, and dragging of baseball/softball fields.*

Sand Volleyball Pits

$6 per hour

Two pits are available to be reserved; Open pits are available on a first-come/first-served basis. Rate is per pit. Half- and full-day rental rates are shown below.

Tennis Courts

$6 per hour

Six courts are available to be reserved; Open courts are available on a first-come/first-served basis. Rate is per court. Half- and full-day rental rates are shown below.

	Half-Day (5 hours or less)^	Full Day (5+ hours during day)^
Amphitheater	$25	$50
Picnic Shelter	$50	$100
Sports Pavilion	$150	$250
Use of tables and chairs w/Sports Pavilion rental	$25	$25
Sand Volleyball Pits	$18 per court	$36 per court
Tennis Courts	$18 per court	$36 per court

Rates for organized groups requesting long-term reservations for multiple courts (i.e., tennis associations, etc.) may be negotiated through County Administration on a case by case basis.

^ Veterans participating in the Thank-A-Vet program offered through the Granville County Register of Deeds office are eligible to receive a 10% discount on half- or full-day facility rates.

Spray Park

Open Memorial Day through Labor Day at days/times specified below.

Group Rentals	Monday – Saturday, 10 am – 12 noon	$50 per hour
Open to Public	Monday – Sunday, 12 noon – 5 pm	$1 per person

INSPECTIONS FEES

New Homes & Modular Homes

	Total (all 4 trades)	B	E	P	M
Up to 1200 sf	$602	$303	$121	$89	$89
1200 to 2000 sf	$786	$363	$181	$121	$121
2001 to 3000 sf	$995	$392	$241	$181	$181
3001 to 5000 sf	$1,116	$423	$269	$212	$212
5001 sf and up $1,116 (add $0.26/sf over 5000 sf)					

HRF (Homeowners Recovery Fund)	$10
Temporary Service Pole Inspection Fee	$70

Residential Additions/Remodel

Up to 400 sf Base Fee +	$121
401 sf to 800 sf Base Fee +	$181
Trade Fees Electrical, Plumbing, Mechanical 801 sq and up	 $70 Use new home rate

Manufactured Homes

	Without A/C	With A/C
Single-Wide	$272	$386
Double-Wide	$331	$442
Triple-Wide	$331	$442

Multi-Family Dwellings

First Unit	$904
Each Additional Unit	$241

Trade Fees

Building	$70
Electrical	$70
Plumbing	$70
Mechanical	$70
Fire	$70

Houses Moved onto Lots

Base Fee +	$181
Trade Fees: Electrical, Plumbing, Mechanical	$70

Residential Accessory Buildings/Structures

(Storage Bldgs, Garages, Carports, Decks, Porches, Gazebos, etc.)

Base Fee +	(Built on lot) $121
Trade Fees: Electrical, Plumbing, Mechanical	$70

Swimming Pools

Base Fee+	$121
Trade Fees: Electrical & Plumbing	$70

Farm Accessory Buildings

Trade Fees: Electrical, Plumbing, Mechanical	$70

Fire Alarm Review and Inspection	
0 – 5,000 SF	$70
5,001 – 10,000 SF	$137
10,001 – 25,000 SF	$205
25,001 – 50,000 SF	$274
50,001 – 75,000 SF	$411
75,001 – 100,000 SF	$547
100,001 SF and up	$547 + $0.005 per SF over 100,000
Sprinkler Review and Inspection	
Per Riser	$263
Adult/Juvenile Group Home Inspections	
Inspection Fee	$121
Housing Complaints	
Inspection Fee	$70

Non-Residential

$0-$2,500	Building	Electric	Plumbing	Mech	Fire	= Trade Fee
$2,501-$25,000	$82	$70	$70	$70	$70	$362
$25,001-$50,000	$163	$101	$101	$101	$70	$536
$50,001-$100,000	$322	$199	$199	$199	$100	$1,019
$100,001-$200,000	$643	$393	$393	$393	$197	$2,019
$200,001-$350,000	$1,128	$677	$677	$677	$223	$3,382
$350,000-$500,000	$1,615	$945	$945	$945	$312	$4,762
$500,001-$750,000	$2,419	$1,156	$1,156	$1,156	$381	$6,268
$750,001-$1,000,000	$3,226	$1,401	$1,401	$1,401	$474	$7,903
$1,000,001 and up ($7,903 + $3.07/1,000 over 1 mil.)						

Service Pedestals	
Trade Fee: Electrical	$70
Temporary Service Poles	
Trade Fee: Electrical	$70
Re-inspection / Trip Fees	
First Trip	$70
Second Trip	$150
Third Trip	$300

Contractor Change on Residential Building Permit

A $70 administrative fee will be charged to change the contractor information on an un-expired building permit if the residential property owner or contractor of an un-expired residential building permit can provide adequate documentation to support the contractor information change.

Re-Issuance of Expired Building Permit

50% of original permit (permits expired for more than 18 months will not be re-issued; A new permit must be obtained).

Signs	
Base Fee +	$70
Trade Fee: Electrical	$70

ATM	
Base Fee +	$70
Trade Fee: Electrical	$70

LIBRARY FEES

Fees Threshold for Blocking of a Patron's Card	$5
Replacement Cost of a Library Card	$1
Sending Faxes	$1 for first page + $0.25 for each additional page
Receiving Faxes	$0.50/page
Computer Printing (black & white)	$0.10/page
Computer Printing (color)	$1/page
Genealogy Research Fee (applies only to requests for research made by mail or email)	$5
Processing Fee Added to Final Statement (not refunded if item is returned)	$5
Charge for Out-of-County Residents	$15/annual
Patrons to Pay Their Own Inter-Library Loan Half/Actual Cost	Postage at half the actual cost
Replacement Costs forLaunchpad and/or Accessories	Launchpad $120 Case $13 Adapter $8 USB Cord $7 Bumper $9

PLANNING FEES

Zoning	
Single Family, Two Family Dwelling, or Manufactured Homes	$80
All other Residential	$55
Boarding Stables	$80
Commercial/Industrial & Additions	$250 up to 1 acre of proposed development land area + $25 per acre over 1 acre of proposed development land area
Riding Stables/Riding Academy Zoning Permit	$250
Horse Show Zoning Permit	$250
Special Event Zoning Permit	$80
Sign	$40 per each sign
Road/Street Closings	$75 plus the actual cost of processing the request, advertising, mailing to adjacent property owners, etc.
Vested Right Approval	$800 up to 1 acre of proposed development land area + $25 per acre over 1 acre of proposed development land area
Minor Special Use Permit	$900 up to 1 acre of proposed development land area + $25 per acre over 1 acre of proposed development land area
Horse Show Conditional Use Permit	$900
Variance	$885

Appeals	$790
Major Special Use Permit	$2,400 up to 1 acre of proposed development land area + $25 per acre over 1 acre of proposed development land area

Wireless Telecommunication Antenna Located on existing facility (co-location)	Collocation fee	$500
Deposit for technical consulting review for wireless telecommunication facilities for streamlined collocations.		$1,000
Deposit for technical consulting review for wireless telecommunication facilities for substantial collocations.		$4,000
Deposit for technical consulting review for wireless telecommunication facilities (new towers).		$6,500
Appeal of Co-location Denial		$1,000
Zoning Map Amendment (re-zone)		$995 up to 1 acre of land area + $25 per acre over 1 acre of land area
Land Development Ordinance Amendment		$650
Copy of Land Development Ordinance		$25
Land Development Ordinance CD-ROM Digital		$30
81/2”x11” GIS Generated Map (any scale)		$5 per map
36”x 36” Official Zoning/Watershed Map (1 inch=800 feet scale)		$25 per map
40” x 36” Official Zoning/Watershed Map (Entire County)		$25

Subdivision

Exception Plat	$25 per plat signed
Minor or Family Subdivision Plat	$50 plus $10 per each lot including residual tract or lot
Major Preliminary Subdivision Plat	$1,100 plus $25 per lot over 1 lot including residual tract or lot
Major Final Subdivision Plat	$605 plus $25 per lot over 1 lot including residual tract or lot
Subdivision Variance	$165 per subdivision application
Private/Public Road Sign	$125 or actual cost for sign & installation (whichever is higher)
Legal Review of Subdivision Agreements	$400
Recreation Fee (paid at time of final major subdivision platting)	$500 per lot

Watershed Protection

Single Family Residential	$15
Boarding Stables	$15
Riding Stables/Riding Academy	No Fee
Horse Show	No Fee
Special Event	$15
Other Residential Uses	$30 plus $10 per each additional acre over one acre of proposed development land area
Non-Residential Uses	$50 plus $10 per each additional acre over one acre of proposed development land area
Minor or Family Subdivision Plat	$5 plus $1 per each lot including residual tract or lot
Major Preliminary Subdivision Plat	$30 plus $5 per each lot including residual tract or lot
Major Final Subdivision Plat	$20 plus $2 per each lot including residual tract or lot
Exception Plat	$25 per plat signed

Special Intensity Bonus Density Allocation (SIBDA)	$.10 per square foot
Escrow deposit for technical consulting review for Falls Lake Watershed storm water compliance if rules are triggered (*applicant must replenish escrow deposit if base escrow amount is exceeded by review prior to receiving a zoning permit*).	Base Escrow Amount: $1000
Fast track Storm Water Plan review that meets adopted criteria for this type of review.	$300

REGISTER OF DEEDS FEES

Vital Records	$10
Birth Certificate Amendments	$10
Delayed Birth Certificate Preparation	$20
Birth Certificate Legitimations	$10
Marriage License (Total) a. Children's Trust (Included in Total) b. Domestic Violence (Included in Total)	$60 $5 $30
Notary Oaths	$10
Certified Copies	$5 for first page + $2 each additional page
Plat Copies	$2
UCC Search	$30
UCC Search Copies	$1
Old Deed/Marriage Copies	$0.25
Photocopies	$0.25
Miscellaneous Documents	$26 for first 15 pages + $4 each additional page
Deeds Deeds of Trust	$26 for first 15 pages + $4 each additional page $64 for first 15 pages + $4 each additional page
Excise Stamp Tax	$1 + 2% per 1,000
Excise Recreation/Heritage	$1 + 2% per 1,000
UCC Fixture Filings & Amendments (FF)	$38 for up to 2 pages $45 if more than 2 pages + $2 per page over 10 pages
Certification Notary	$2
Non-Standard Document Fee	$25

SENIOR SERVICES FEES

All services provided through the Senior Centers in Granville County are generally provided at no cost to the participants except for the Fitness Programs. Donations are accepted if a participant wishes to make one. The following charges apply to the Fitness Program.

Stretch and Wiggle	No charge
Joining Fitness Program (includes low impact aerobics, use of fitness equipment, and water aerobics)*	Oxford M-W-F and Creedmoor Tu-Th $12 per month (Oxford) $10 per month (Creedmoor)

**Scholarships are available for the fitness programs (please see any of the senior services staff).*

DEPARTMENT OF SOCIAL SERVICES FEE

Home Study for Adoption Cases Fee	$250

SHERIFF'S DEPARTMENT FEES

Service Fees	$30 per defendant
Fingerprints	$10
Gun Permits	$5
Concealed Carry Permit	$98/new
Concealed Carry Permit	$83/renewal
Duplicate Permits	$15
Drivers History (In-State)	$2
Drivers History (Out-of-State)	$3
QHNC Criminal History with Request from Attorney	$3
Posted Land Fee	$10
Posted Land Signs (Each Sign)	$1
Notary	$3

SOLID WASTE MANAGEMENT FEES

Use of Convenience Centers: Households not having a recognized collections service (per ordinance).	$91 per year
Use of Convenience Centers: Households having a recognized collections service.	$25 per year
Landfill Tipping Fees: Municipal Solid Waste & C&D Waste	In County - $38 per ton Out of County - $38 per ton
Lump sum disposal fee per single wide mobile home	$250
Clean Yard Waste/Land Clearing Debris/Inert Debris Pickup truck, Single axle trailer, Tandem truck, Tandem 14, Trailer (22 feet)	$37 per ton
Mulch ($5 for material + $5 for loading)	$10
Animal Carcasses	No charge
Asbestos	$50 per ton
Commercial Certified Weight	$5

TAX ADMINISTRATION FEES

The Tax Administration Department is responsible for billing and collecting Ad Valorem Taxes. The tax rate is set each year as a part of the Budget. The following fees are charged for the other services.

Paper Copies 8 1/2 x 11 Aerial Map 8 1/2 x 11 Line Map 11 x 17 Aerial Map 11 x 17 Line Map	 $3 $2 $5 $3
Property Record Cards	$0.50
Returned Check Fee/Non-Existent Account	$25 or 10% of check amount (whichever is greater)
Garnishment Fee – County Taxes Only*	$30 - $60
Municipal Taxes Collection Fee	1.50%
Late Listing Fee	10%
Late Payment Fee	2% first month after January 5th; 0.75% each month thereafter
Interest on unpaid taxes for classified motor vehicles accrues at the rate of . . .	5% for the first month following the date taxes are due + 3/4% for each month thereafter until paid
GIS Fee Per Layer – Shape Files	$10
Parcel Shape Files	$100 + direct costs for each update
Tax Data – Excel Format	$50

***Pre-Garnishment is sent to the taxpayer with the initial fee of $30 to provide an opportunity to make arrangements or satisfy the tax lien within ten (10) days of the notice. If taxpayer fails to respond, the garnishment is sent to the employer and incurs an additional $30. If there are multiple employees for the same employer, the second $30 fee is distributed equally among those employees.

Note: On April 1, 2019, the Granville County Board of Commissioners approved including County-designated solid waste fees and stormwater fees to receive the 1.5% discount along with ad valorem taxes paid from July 1 through August 15.

GRANVILLE COUNTY
SALARY GRADE & RANGE SCHEDULE
FISCAL YEAR 2022-2023
Effective July 1, 2022

Alphabetical List of Classes and Grade Assignments by Department

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Critical/ Non-Critical^ [C/NC]	Salary Grade	Salary Range Hiring Rate	Maximum
ADDRESSING							
Addressing Coordinator	M	N	N	NC	66	38,962	62,338
ADMINISTRATION							
County Manager	M	Y	E	NC	N/A	N/A	N/A
Assistant County Manager	M	Y	E	NC	82	78,794	126,070
Clerk to the Board/Executive Assistant	M	Y	N	NC	72	50,737	81,179
PIO and Grants Development Specialist	M	Y	N	NC	70	46,461	74,339
Senior Administrative Specialist	M	N	N	NC	62	32,671	52,274
ANIMAL SERVICES							
Animal Services Manager	M	Y	E	C	71	48,552	77,684
Animal Control Supervisor	M	Y	N	C	65	37,284	59,655
Animal Control Officer	M	Y	N	C	62	32,671	52,274
Animal Shelter Supervisor	M	N	N	C	62	32,671	52,274
Senior Administrative Specialist	M	N	N	C	62	32,671	52,274
Animal Shelter Attendant	M	N	N	C	59	28,630	45,808
BOARD OF ELECTIONS							
Elections Director	M	Y	E	C	72	50,737	81,179
Deputy Elections Director	M	N	N	C	64	35,678	57,085
Elections Specialist	M	N	N	C	61	31,265	50,024
CO-OPERATIVE EXTENSION							
4-H Best Program - Youth Program Coordinator	M	Y	N	NC	65	37,284	59,655
DETENTION							
Detention Center Administrator	M	Y	E	C	75	57,900	92,639
Detention Center Captain	M	N	E	C	71	48,552	77,684
Detention Shift Sergeant	M	N	N	C	67	40,715	65,144
Detention Assistant Shift Sergeant	M	N	N	C	65	37,284	59,655
Detention Corporal	M	N	N	C	65	37,284	59,655
Administrative Assistant	M	N	N	C	65	37,284	59,655
L.E.C. Facility Maintenance Technician	M	Y	N	C	67	40,715	65,144
Detention Officer	M	N	N	C	63	34,142	54,627
Detention Officer (Transportation)	M	Y	N	C	63	34,142	54,627
Administrative Specialist	M	N	N	C	60	29,919	47,870
DEVELOPMENT SERVICES (Inspections and Planning)							
Development Services Director	M	Y	E	NC	81	75,401	120,642
Planning Director	M	Y	E	NC	79	69,047	110,475
Chief Building Code Enforcement Officer	M	Y	N	NC	76	60,505	96,809
Transportation Planner (Senior)	M	N	N	NC	74	55,406	88,650
Building Code Enforcement Officer III	M	Y	N	NC	74	55,406	88,650
Building Code Enforcement Officer II	M	Y	N	NC	72	50,737	81,179
Planner	M	N	N	NC	70	46,461	74,339

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Critical/ Non-Critical^ [C/NC]	Salary Grade	Salary Range Hiring Rate	Maximum
DEVELOPMENT SERVICES (Continued)							
Building Code Enforcement Officer I	M	Y	N	NC	70	46,461	74,339
Building Code Enforcement Officer	M	N	N	NC	68	42,547	68,075
Fire/Code Enforcement Officer I	M	N	N	NC	68	42,547	68,075
Zoning Technician	M	N	N	NC	66	38,962	62,338
Administrative Assistant	M	N	N	NC	65	37,284	59,655
ECONOMIC DEVELOPMENT							
Economic Development Director	M	Y	E	NC	81	75,401	120,642
Economic Development Specialist	M	Y	E	NC	80	72,154	115,447
Administrative Assistant	M	N	N	NC	65	37,284	59,655
EMERGENCY COMMUNICATIONS							
Emergency Communications Director	M	Y	E	C	75	57,900	92,639
Emergency Communications Operations Manager	M	Y	N	C	67	40,715	65,144
Telecommunicator Shift Supervisor	M	N	N	C	66T	38,962	62,338
Telecommunications Quality Assurance Coordinator (FROZEN)	M	Y	N	C	65	37,284	59,655
Lead Telecommunicator	M	N	N	C	64T	35,678	57,085
Telecommunicator	M	N	N	C	63T	34,142	54,627
EMERGENCY MANAGEMENT							
Emergency Management Director	M	Y	E	C	77	63,228	101,166
Fire Marshal	M	Y	N	C	73	53,020	84,832
Emergency Management Coordinator	M	Y	N	C	68	42,547	68,075
Administrative Assistant/Safety Specialist	M	N	N	C	65	37,284	59,655
FACILITY MAINTENANCE							
Facility Maintenance Director	M	Y	E	NC	71	48,552	77,684
Facility Maintenance Mechanic	M	Y	N	NC	64	35,678	57,085
Facility Maintenance Worker	M	Y	N	NC	60	29,919	47,870
FINANCE							
Finance Director	M	Y	E	NC	82	78,794	126,070
Accountant	M	N	N	NC	68	42,547	68,075
Accounts Payable Specialist	M	N	N	NC	68	42,547	68,075
Payroll Specialist	M	N	N	NC	67	40,715	65,144
HUMAN RESOURCES							
Human Resources Director	M	Y	E	NC	79	69,047	110,475
Human Resource Specialist	M	N	N	NC	66	38,962	62,338
INFORMATION TECHNOLOGY							
Information Technology Director	M	Y	E	NC	81	75,401	120,642
Network Administrator	M	Y	N	NC	74	55,406	88,650
Information Technology Technician	M	Y	N	NC	69	44,461	71,138
INTERNAL AUDITING							
Internal Auditor	M	Y	E	NC	75	57,900	92,639

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Critical/ Non-Critical^ [C/NC]	Salary Grade	Salary Range Hiring Rate	Maximum
LIBRARY							
Library Director	M	Y	E	NC	78	66,073	105,717
Library Branch Manager	M	N	E	NC	72	50,737	81,179
Branch Librarian	M	N	E	NC	70	46,461	74,339
Librarian	M	N	N	NC	68	42,547	68,075
NC Room Specialist	M	N	N	NC	66	38,962	62,338
Library Circulation Supervisor	M	N	N	NC	64	35,678	57,085
Library Technology Services Specialist	M	N	N	NC	64	35,678	57,085
Senior Library Technician	M	N	N	NC	63	34,142	54,627
Library Technician	M	N	N	NC	60	29,919	47,870
Administrative Specialist	M	N	N	NC	60	29,919	47,870
PARKS AND GROUNDS							
Maintenance Manager	M	Y	E	C	70	46,461	74,339
Venue & Activities Coordinator	M	Y	N	NC	67	40,715	65,144
Maintenance Supervisor	M	Y	N	C	66	38,962	62,338
Grounds Maintenance Specialist	M	Y	N	C	60	29,919	47,870
REGISTER OF DEEDS							
Register of Deeds	M	Y	E	NC	75	57,900	92,639
Assistant Register of Deeds	M	N	N	NC	64	35,678	57,085
Deputy Register of Deeds	M	N	N	NC	61	31,265	50,024
SENIOR SERVICES							
Senior Services Director	M	Y	E	NC	76	60,505	96,809
Senior Services Assistant Director	M	N	E	NC	70	46,461	74,339
Senior Services Social Worker	M	N	N	NC	67	40,715	65,144
Services - Senior Center Program Coordinator	M	N	N	NC	65	37,284	59,655
Fitness Coordinator	M	N	N	NC	65	37,284	59,655
Nutrition Program Supervisor	M	N	N	NC	61	31,265	50,024
Administrative Specialist	M	N	N	NC	60	29,919	47,870
Health Resource Aide	M	N	N	NC	58	27,397	43,835
Custodian	M	N	N	NC	56	25,088	40,141
SHERIFF'S OFFICE							
Sheriff	M	Y	E	C	82	78,794	126,070
Chief Deputy	M	Y	E	C	78	66,073	105,717
Deputy Sheriff Captain	M	Y	E	C	73	53,020	84,832
Deputy Sheriff Lieutenant	M	Y	N	C	71	48,552	77,684
Deputy Sheriff Sergeant	M	Y	N	C	69	44,461	71,138
Sergeant (Special Operations)	M	Y	N	C	69	44,461	71,138
Deputy Sheriff Special Assignment	M	Y	N	C	67	40,715	65,144
Senior Administrative Assistant	M	N	N	C	67	40,715	65,144
Deputy Sheriff	M	Y	N	C	65	37,284	59,655
Administrative Assistant	M	N	N	C	65	37,284	59,655
Bailiff	M	N	N	C	63	34,142	54,627
Senior Administrative Specialist	M	N	N	C	62	32,671	52,274
Administrative Specialist	M	N	N	C	60	29,919	47,870

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Critical/ Non-Critical^ [C/NC]	Salary Grade	Salary Range Hiring Rate	Maximum
SOIL AND CONSERVATION							
Natural Resource Conservationist	M	Y	E	NC	68	42,547	68,075
SOLID WASTE							
Solid Waste Management Director	M	Y	E	NC	75	57,900	92,639
Landfill Operations Specialist	M	N	N	NC	64	35,678	57,085
Senior Landfill Fiscal Specialist	M	Y	N	NC	62	32,671	52,274
Landfill Fiscal Specialist	M	N	N	NC	59	28,630	45,808
SOCIAL SERVICES							
County Social Services Director*	M	Y	E	NC	82	78,794	126,070
Social Work Program Administrator I*	M	Y	E	NC	75	57,900	92,639
Income Maintenance Administrator II*	M	N	E	NC	74	55,406	88,650
Social Worker Supervisor III*	M	Y	E	NC	73	53,020	84,832
Income Maintenance Administrator I*	M	N	E	NC	72	50,737	81,179
Administrative Officer II*	M	Y	E	NC	70	46,461	74,339
Social Worker I / A&T*	M	Y	E	NC	70	46,461	74,339
Staff Development Specialist II*	M	N	N	NC	69	44,461	71,138
Social Worker III*	M	Y	E	NC	69	44,461	71,138
Child Support Supervisor II*	M	N	E	NC	68	42,547	68,075
Human Services Planner/Evaluator*	M	N	N	NC	68	42,547	68,075
Computer Systems Administrator I*	M	N	N	NC	68	42,547	68,075
Income Maintenance Supervisor II*	M	N	E	NC	67	40,715	65,144
Social Worker II*	M	Y	N	NC	67	40,715	65,144
Lead Child Support Agent*	M	N	N	NC	66	38,962	62,338
Administrative Supervisor	M	N	N	NC	65	37,284	59,655
Income Maintenance Investigator II*	M	N	N	NC	65	37,284	59,655
Income Maintenance Caseworker III*	M	N	N	NC	65	37,284	59,655
Income Maintenance Caseworker III Lead Worker*	M	N	N	NC	65	37,284	59,655
Child Support Agent II*	M	N	N	NC	65	37,284	59,655
Social Worker I*	M	N	N	NC	63	34,142	54,627
Income Maintenance Caseworker II*	M	N	N	NC	63	34,142	54,627
Income Maintenance Caseworker II W/A III*	M	N	N	NC	63	34,142	54,627
Accounting Technician III*	M	N	N	NC	63	34,142	54,627
Child Support Agent I*	M	N	N	NC	63	34,142	54,627
Accounting Technician II*	M	N	N	NC	61	31,265	50,024
Computing Support Tech I*	M	N	N	NC	61	31,265	50,024
Income Maintenance Caseworker I*	M	N	N	NC	61	31,265	50,024
Income Maintenance Caseworker I W/A II*	M	N	N	NC	61	31,265	50,024
Income Maintenance Investigator I*	M	N	N	NC	61	31,265	50,024
Income Maintenance Investigator I W/A II*	M	N	N	NC	61	31,265	50,024
Processing Assistant III*	M	N	N	NC	57	26,218	27,529

Class Title	Pay Cycle	Phone Stipend Eligible?	FLSA Status	Critical/ Non-Critical^ [C/NC]	Salary Grade	Salary Range Hiring Rate	Maximum
TAX							
Tax Administrator	M	Y	E	NC	80	72,154	115,447
Property Appraisal Supervisor	M	N	N	NC	72	50,737	81,179
Tax Collections Supervisor	M	N	N	NC	70	46,461	74,339
Business Personal Property Appraiser	M	N	N	NC	67	40,715	65,144
Real Property Appraiser	M	N	N	NC	67	40,715	65,144
Mapper/GIS Technician	M	N	N	NC	66	38,962	62,338
Personal Property Appraiser	M	N	N	NC	64	35,678	57,085
Tax Collections Specialist	M	N	N	NC	62	32,671	52,274
TOURISM DEVELOPMENT AUTHORITY (TDA)							
Tourism Development Director	M	Y	E	NC	71	48,552	77,684
VETERAN SERVICES							
Veteran Services Officer	M	Y	E	NC	67	40,715	65,144
Veteran Service Technician	M	N	N	NC	61	31,265	50,024

N - Nonexempt from FLSA wage and hour guidelines.
E - Exempt from FLSA wage and hour guidelines.

* These classes are subject to the State Personnel Act (SPA).

^ Critical/non-critical designation does not apply to shelter activation nor other emergency situations as determined by the county manager.

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: June 20, 2022
Title: **Revisions to Granville County Contract and Purchasing Policy**

PURPOSE:
To consider adopting the revised Granville County Contract and Purchasing Policy.

BACKGROUND:
The County's existing Contract and Purchasing Policy was originally adopted in the year 2000 and has had only minor revisions since that date, with the last of those occurring in 2018. In addition to the need for revisions to outdated sections of the County's existing policy, recipients of Coronavirus State and Local Fiscal Recovery Funds of American Rescue Plan Act (ARPA/CSLFRF) are required to adopt a Uniform Guidance Procurement Policy for expenditure of federal funds; therefore, it is timely for the County to revise and readopt its separate policy for contracts and purchases that do not utilize federal funds.

A draft of the revised policy and a side-by-side comparison of the existing policy was provided for the Board's review at the June 6, 2022 meeting. The final draft of the revised policy is attached and a summary of the proposed changes is included below for reference.

SECTION	NEW/REVISION	DESCRIPTION
Introduction	New	Introduces the policy and identifies the legislative authority to enforce requirements.
Formal Bids	Revision	Establishes requirement to coordinate a preliminary planning meeting and submission of bid documents to the county manager and county attorney prior to solicitation of bids.
Informal Bids	Revision	Updates steps to follow when three quotes cannot be obtained and establishes requirements for contracts or purchases exceeding $30,000 or for with unique or unusual characteristics. Also raises informal bid limits for purchase or lease-purchase beginning at $1,000 instead of $500.
All Other Purchases	Revision	Raises informal bid limits for purchase or lease-purchase from those less than $500 to those less than $1000.
Service and Lease Contracts	New	While not required by statute, establishes that the County will ensure competitive pricing is obtained for service and lease contracts.

Architectural, Engineering, and Surveying Services	Revision	References NC General Statute §143-64.32 which permits exemption of services from the requirements of the "Mini-Brooks Act" when the fee is expected to be less than $50,000.
Exceptions	New	List exceptions to state competitive bidding requirements as authorized by the NC General Statutes.
Uniform Guidance Compliance Statement	New	Reiterates that a separate Uniform Guidance (UG) Procurement Policy will be adopted by the County for expenditures using federal funds.
General Guidelines	New	Emphasizes importance of evaluating bids and identifying the most responsive and responsible bidder.
Availability of Budgetary Funds	New	Restatement of department head's ability to make departmental line-item changes to non-personnel operating expenditures and county manager's authority to approve purchases up to $10,000.
Purchase Orders	Revision	Increases purchase order threshold from $500 to $1000.
Contracts	Revision	Publishes statutory requirement for the finance director's preaudit certification on all contracts. Reinforces that the county manager and Board of Commissioner's Chair are the only authorized signatories for County contracts.
Contract and Purchase Goals	Revision	Restates the County's policy to award bids to the most responsive and responsible bidder who provides the best overall value to the County. Departments are encouraged to maintain the most responsive/responsible bidder benchmark for contracts not subject to competitive bidding requirements while balancing the need to support the local economy and local businesses.

FUNDING:
N/A

RECOMMENDATION:
County administration recommends adopting the revised Granville County Contract and Purchasing Policy as presented.

ATTACHMENTS:
Revised Contract and Purchasing Policy (FINAL DRAFT)

ACTION TAKEN:

Granville County

CONTRACT AND PURCHASING POLICY

[For contracts and purchases not requiring compliance with Federal Uniform Guidance (2 C.F.R. Part 200)]

A local government's authority to make purchases and contracts is derived from the North Carolina legislature and is subject to such limitations and restrictions as it may impose. Legal requirements must be followed, or the contract is deemed void and unenforceable.

This purchasing policy establishes rules and regulations to secure purchases and contracts to the lowest responsive and responsible bidder or supplier with the best overall value to the County.

The provisions within this policy shall be in compliance with North Carolina General Statutes (N.C.G.S.). In the event a conflict is identified, the General Statutes take precedent over this policy and the provisions of the policy will be updated as required.

I. FORMAL BIDS (N.C.G.S. §143-129)

A. Contracts and purchases that require the use of formal bid procedures are those for:

   A. **Construction or repair work requiring the estimated expenditure of $250,000 or more**.

   B. **Purchase or lease-purchase of apparatus, supplies, materials, or equipment requiring an estimated expenditure of $90,000 or more**.

   C. Exceptions as included in G.S. §143-129.

B. Minimum number of bids required.

   1. Three competitive bids are required for construction or repair work.

   2. If three bids are not received, solicitation for bids must be readvertised. If three bids are not received following readvertisement, the contract may be awarded to the selected bidder while following any remaining requirements as outlined in this policy.

C. Internal Process.

   1. The initiating department for contracts or purchases requiring formal bids should coordinate a preliminary planning call and/or a pre-project meeting with the county manager and county attorney to discuss and review the proposed project.

   2. Formal bid documents must be submitted to the county manager and county attorney *at least thirty (30) days prior to advertisement of bids* and may not be released for distribution until approved by the county manager.

   3. All contracts and purchases resulting from formal bids must be awarded by the Board of Commissioners.

II. INFORMAL BIDS (N.C.G.S. §143-131)

A. Contracts and purchases that require the use of informal bid procedures are as follows:

   1. **Construction and/or repair work requiring the estimated expenditure of $10,000 to $249,999**.

   2. **Purchase or lease-purchase of apparatus, supplies, materials, and/or equipment requiring the estimated expenditure of $1,000 to $89,999**.

   3. Exceptions as included in G.S. §143-129.

B. To ensure proper bidding procedures are followed, contact the finance office to determine if formal or informal bids are required.

C. Minimum number of bids required.

    1. Three written or verbal quotes are required. All quotes must be properly documented and maintained in accordance with the County's records retention policy.
    2. If three quotes cannot be obtained, it must be noted on the purchase order request. The requesting department should have an explanation on file to demonstrate a due diligence effort to obtain three quotes along with the reason for not meeting the three-quote minimum (i.e., in-demand contractor services, supply chain issues, sole-source, etc.).

D. Internal Process.

    1. For contracts or purchases exceeding $30,000 or for any contract or purchase that is unique in nature and deviates from the standard norm:
        a. The initiating department should coordinate a preliminary planning call and/or a pre-project meeting with the county manager and county attorney to discuss and review the proposed project.
        b. Informal bid documents must be submitted to the county manager and county attorney *at least thirty (30) days prior to advertisement of bids* and may not be released for distribution until approved by the county manager.
    2. All construction and/or repair work as well as any apparatus, supplies, materials, and/or equipment expenditures resulting from informal bids of $10,000 or more must be awarded by the Board of Commissioners.

III. ALL OTHER PURCHASES

A. Contracts for purchase or lease-purchase not requiring informal bidding:

    1. **Construction and/or repair work requiring the estimated expenditure of less than $10,000**.
    2. **Purchase or lease-purchase of apparatus, supplies, materials, and/or equipment estimated annual expenditures of less than $1,000**.

B. Although neither formal nor informal bids for the above items are required by statute, each department shall take appropriate steps to ensure that competitive pricing is obtained including the following:

    1. Solicit bids where there is a competitive market for the service or lease; and
    2. Award shall be made to the best overall proposal in accordance with the general guidelines outlined in Section VIII of this policy.

IV. SERVICE AND LEASE CONTRACTS

A. Service and lease contracts (except for Architectural/Engineering/Surveying services as discussed in Section V of this Policy) may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.

B. Although neither formal nor informal bids are required by statute, each department shall take appropriate steps to ensure that competitive pricing is obtained including the following:

    1. Solicit bids where there is a competitive market for the service or lease; and
    2. Award the contract to the best overall proposal in accordance with the general guidelines outlined in Section VIII of this policy.

V. ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES (N.C.G.S. §143-64.31)

A. All architectural, engineering, and surveying services shall be procured through the office of the county manager in accordance with the terms of this policy and applicable general statutes including, but not limited to, requirements of the "Mini-Brooks Act".

B. To exempt itself from the requirements of the "Mini-Brooks Act", the County must follow applicable NC General Statutes (§143-64.32). An exemption permits surveying, engineering, and architectural services where the estimated professional fee is in an amount less than fifty thousand dollars ($50,000) to be engaged without following the requirements of the Qualifications-Based Selection (QBS) process.

VI. EXCEPTIONS (N.C.G.S. §143-129(e))

A. NC General Statutes authorize a number of exemptions to the state competitive bidding requirements.

B. A table of exceptions for North Carolina local governments may be accessed at https://www.sog.unc.edu/resources/legal-summaries/exceptions-state-competitive-bidding-requirements-table.

VII. UNIFORM GUIDANCE COMPLIANCE STATEMENT

A. Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies and standards, including those under the Uniform Guidance (UG) (2 C.F.R. Part 200).

B. The County has adopted a separate Uniform Guidance (UG) Procurement Policy for such contracts. The policy is available from the administration or finance offices.

VIII. GENERAL GUIDELINES

A. The focus of purchasing is to achieve the best overall value for the County's dollars (which is not always the lowest bid); therefore, it is essential to consider the full cost of acquiring, putting into service, and owning goods and services, as opposed to just evaluating the purchase cost. Bids are evaluated not only on price but also on quality and service. The standard for awards is made to the most responsive and responsible bidder whose price is the lowest and who offers the best overall value.

B. Proposals are evaluated on factors including the extent to which it demonstrates that the bidder understands the County's needs, the experience of the bidder in providing similar items or services, the total cost of ownership over the life of the item or service, and/or the quality of the approach the bidder presents for delivering the needed services.

C. Award is made to the most responsive and responsible bidder whose proposal provides the best advantage for the County. A responsive bidder is one who responds to all of the significant requirements outlined in the solicitation and who is deemed capable of supplying the goods or services requested in the solicitation. Evaluation criteria should be disclosed in the request for proposal (RFP).

IX. AVAILABILITY OF BUDGETARY FUNDS

A. Departments are authorized to make changes between non-personnel-related operating expenditures by submitting a written request to the finance director for approval.

B. The county manager is authorized by the Board to approve purchases up to $10,000.

X. PURCHASE ORDERS

A. A purchase order is equivalent to a signed contract and represents the verbal/written authorization to proceed with a purchase; therefore, the purchase order must be obtained prior to ordering or purchasing materials or supplies.

B. Departments may not circumvent the purchase order process by separating larger orders into smaller ones to force the total below the $1,000 purchase order threshold.

C. All obligations of the County that exceed $1,000 must be supported by an official purchase order with the following exceptions:

1. Salaries, wages, and fringe benefits.
2. Travel.
3. Telephone.
4. Postage.
5. Utilities.
6. Contract for services in which a written contract exists (see "Contracts" below).
7. Obligations of less than $1,000 under the following conditions:
   a. It is a non-recurring expenditure (i.e., dues, subscriptions, registrations, services).
   b. An unencumbered balance is available for the obligation.
   c. Any abuse/misuse as determined by finance/purchasing of the small obligation procedure shall cause it to be discontinued for that respective department.
8. Others as determined at the finance director’s discretion.

D. All recurring/blanket obligations must be supported by an official purchase order in accordance with all sections of this policy.

1. The dollar amount of any single item under a blanket purchase order should not exceed $1,000.
2. The total dollar amount of the recurring/blanket purchase order cannot exceed $10,000.

E. With respect to end of fiscal year activities for the finance department, purchase requests for materials, supplies, services, and equipment (not included in blanket purchase orders or service contracts) for the current fiscal year must be submitted no later than May 31.

XI. CONTRACTS

A. The department initiating the contract shall confirm that the proposed contractor is not listed on North Carolina’s Do-Not-Contract List available at https://www.nctreasurer.com/commitment-transparency/divestment-and-do-not-contract-rules.

B. N.C.G.S. §159-28(a1) requires that all written contracts, including but not limited to service contracts, purchase orders, or other documents requiring payment, must contain the "preaudit" certification by the finance director as required by the Local Government Budget and Fiscal Control Act.

C. All contracts which meet formal bid requirements shall be submitted to the county attorney for review prior to obtaining signatures, if not previously submitted and approved in procedures identified in Section I (C)(3) of this Policy.

D. Contracts which meet informal bid requirements shall be submitted to the county attorney for review based on the criteria identified in Section II (D)(1) of this Policy or at the Board of Commissioners and/or county manager's discretion prior to obtaining signatures.

E. When a contract requires approval by the Board of Commissioners, effort should be made to obtain the preaudit certification before the contract is submitted to the Board for approval to ensure appropriate funding is available and designated in the budget.

F. After the preaudit certification has been applied and the contract approved by the county attorney and/or Board of Commissioners, all contracts should be submitted to the county manager for signature with an accompanying Contract Routing Form whenever possible (attached as Addendum A).

G. The county manager and Board of Commissioners chair are the only authorized signatories for County contracts unless they designate and authorize another County employee or official to approve and execute contracts on their behalf. The designation must be in writing and be retained for the life of the contract.

XII. CONTRACT AND PURCHASE GOALS

A. Pursuant to N.C.G.S. §143-128.2 it is the County's policy to provide minorities and women equal opportunity for participating in all aspects of contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts based on "good-faith efforts" as outlined in the above referenced state statute.

B. The County, like all local governments in North Carolina, does not have specific authority to establish preferences in awarding contracts for local contractors. A local preference would conflict with the legal requirement in both the formal and informal bidding range that contracts be evaluated strictly on value. As discussed earlier, bid awards are made to the responsive and responsible bidder who provides the best overall value.

C. It is the desire of County staff and elected officials to purchase from vendors located within Granville County whenever possible, while recognizing the responsibility to ensure that maximum value is obtained for each public dollar spent. Local vendors and suppliers are encouraged to compete for all County business; however, purchasing decisions cannot be made solely on the basis of vendor residence. For contracts not subject to competitive bidding requirements, such as service contracts or contracts below the minimum bid threshold, departments should take prudent steps to support the local economy and purchase from local businesses in accordance with applicable laws and all sections of this Policy.

XIII. VIOLATION OF POLICY

A. Any employee who knowingly violates the provisions of this policy shall be subject to disciplinary action in accordance with the Granville County Personnel Policy and may be held personally responsible for obligation incurred as set forth in N.C.G.S. §159-28.

Upon adoption by the Granville County Board of Commissioners, this policy shall supersede all previous versions. Adopted _____________, 2022.

Granville County

CONTRACT ROUTING FORM

SECTION 1: DEPARTMENT

Completion of this routing checklist will assist departments and county administration with tracking and archiving responsibilities. A completed form must accompany contracts, agreements, addendums, etc. (hereinafter "contracts") submitted to administration for authorized signature by the County Manager or Board of Commissioners' Chair.

Department Instructions

1. Departments only need to complete Section 1 and submit to county administration for further processing. Please complete in its entirety and enter "N/A" if a field does not apply.
2. Obtain the signature/vendor endorsement on the draft contract whenever possible.
3. Complete a Purchase Order form for financial obligations over $500 to be incurred in the current fiscal year.
4. Submit this form, original pre-signed contract, and any other required documentation to administration (such as W-9, E-Verify Affidavit, prefilled Purchase Order form, Certificate of Insurance, etc. as described in detail below).
5. If the contract requires immediate payment or installment payments, upon approval of the contract submitting appropriate documentation and voucher to the Finance Department in a timely manner.

Date ______________________ Agenda Approval Date (if applicable) ______________________

Vendor Name* ______________________ Vendor # ______________________

Mailing Address ______________________

**For new vendors, a completed w-9 and, if applicable, a Certificate of Insurance (COI) must accompany this document.*

Total Financial Obligation $ __________ Contract Dates Start: __________ End: __________

Annual Financial Obligation $ __________ Fiscal Year(s) ______________________

Department ______________________ Contract Purpose ______________________

Staff Printed Name ______________________ Staff Signature ______________________

SECTION 2: ADMINISTRATION

DONE	N/A	Place a checkmark √ in the applicable column.
		Reviewed for accurate pricing and adequacy for Granville County needs.
		All departments affected by the contract have been consulted and/or notified.
		Includes *E-Verify Affidavit* if an E-Verify statement is not included in the contract language.
		Reviewed by County Attorney as per Granville County Purchasing Policy Article VI.
		Purchase Order obtained for the value of contract in this fiscal year.
		Finance Officer has applied the pre-audit certification.

SECTION 3: CLERK

DONE	N/A	Complete steps below following contract approval and signature.
		If vendor has pre-signed, provide PDF of the fully-executed document to initiating staff, county manager, assistant county manager, and county attorney; or
		If vendor has not pre-signed, provide PDF of the partially-executed document to vendor with instructions to sign and return to Granville County Administration (<u>not</u> department staff). Once vendor returns with signature, provide PDF of the full-executed document to initiating staff, county manager, assistant county manager, and county attorney.
		Forward related documentation to applicable departments (ex, W-9 to Finance, etc.).
		Scan/upload to M-Files along with this form as the cover page.
		For contracts of one year or less, file original in file cabinet. For contracts of more than one year, place original in contract book.

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:	June 20, 2022
Title:	**Required Policies for Recipients of American Rescue Plan Act Funds**

PURPOSE:
To consider adoption of required policies for recipients of American Rescue Plan Act funds.

BACKGROUND:
Granville County has been allocated $11,740,344 from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARPA/CSLFRF). These funds are subject to U.S. Department of Treasury regulations including the Final Rule, Award Terms and Conditions, and Title VII implementing regulations at 31 C.F.R. Part 22. Furthermore, the funds are subject to compliance requirements as listed in the Award Terms and Conditions and the Assistance Listing (21.027) which are primarily focused on the federal Uniform Grant Guidance, 2 CFR Part 200 (UG).

Considering local government compliance requirements for use of these funds, sample policies were provided by the UNC School of Government for use in framing individual jurisdictional policies. The seven policy documents listed below and attached were derived from those samples. It is important to note that many of the compliance measures outlined in the policies are already existing practices or an extension of existing policies of Granville County; however, the ARPA/CSLFRF requires that the policies be adopted/reaffirmed as related to expenditures for this specific pot of funds.

A resolution is also attached to facilitate adoption of all seven policies in one motion.

Description of Policies Mandated for All Local Governments Receiving Federal Funds

1. **Non-discrimination Policy.**
   Reaffirms that Granville County will ensure that no person shall, on the ground of race, color, national origin, familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise, subject to discrimination under any program or activity administered by the County, including programs/activities funded in whole or part with ARPA/CSLFRF.
2. **Eligibility Determination Policy.**
   Defines the permissible and prohibited uses of ARPA/CSLFRF funds and outlines procedures for determining how the County will spend those funds.
3. **Allowable Costs and Cost Principles Policy.**
   Defines items of cost that are allowable or unallowable. The tests of allowability under the cost principles are that the costs must (a) be necessary and reasonable for the proper and efficient performance and administration of the grant program; (b) be allocable to the ARPA/CSLFRF award; (c) be authorized and not prohibited under state or local laws; (d) conform to any limitations or exclusions set forth in the principles, federal laws, ARPA/CSLFRF award terms, and other governing regulations as to types or amounts of cost items; (e) be consistent with policies, regulations, and procedures that apply uniformly to both the ARPA/CSLFRF federal award and other activities of

Granville County; (f) be given consistent treatment; (g) be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG; (h) be net of all applicable credits; and (i) be adequately documented.

4. **Records Retention Policy for Documents Created or Maintained Pursuant to for ARP/CSLFRF Funds.** Outlines Treasury's five-year records retention requirement for documents related to expenditures of ARPA/CSLFRF funds (this requirement is longer than the traditional three-year requirement).
5. **Conflict of Interest Policy Applicable to Contracts and Subawards Supported by Federal Financial Assistance.**
   Establishes conflict of interest standards that apply when Granville County enters into a contract or makes a subaward.

Description of Policies Triggered by Certain ARP/CSLFRF Expenditures

6. **Subaward and Monitoring Policy for Expenditure of ARP/CSLFRF Funds.**
   Applicable when a local government partners with another government, non-profit, or other private entity to carry out an ARPA/CSLFRF-eligible project.
7. **Uniform Guidance Procurement Policy.**
   Establishes guidelines that meet or exceed procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. It is also applicable when a local government must engage in a single audit as a result of ARPA/CSLFRF expenditures (even if the audit is paid for with other funds).

FUNDING:
N/A

RECOMMENDATION:
County administration recommends approving the attached Resolution to Adopt Granville County Policies Related to American Rescue Plan/Coronavirus State & Local Fiscal Recovery Fund (ARP/CSLFRF) Funds.

ATTACHMENTS:
Resolution to Adopt Granville County Policies Related to ARP/CSLFRF Funds (DRAFT)
Non-discrimination Policy for ARP/CSLFRF Funds (DRAFT)
Eligibility Determination Policy for ARP/CSLFRF Funds (DRAFT)
Allowable Costs and Cost Principles Policy for ARP/CSLFRF Funds (DRAFT)
Records Retention Policy for Documents Created or Maintained Pursuant to for ARP/CSLFRF Funds (DRAFT)
Conflict of Interest Policy Applicable to Contracts and Subawards Supported by Federal Financial Assistance (DRAFT)
Subaward and Monitoring Policy for Expenditure of ARP/CSLFRF Funds (DRAFT)
Uniform Guidance Procurement Policy (DRAFT)

ACTION TAKEN:

Resolution to Adopt Granville County Policies Related to American Rescue Plan/Coronavirus State & Local Fiscal Recovery Fund (ARP/CSLFRF) Funds

WHEREAS, Granville County ("County") has received an allocation of funds from the "Coronavirus State Fiscal Recovery Fund" or "Coronavirus Local Fiscal Recovery Fund" (together "CSLFRF funds"), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the "ARP/CSLFRF award"); and

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury ("Treasury") regulations, including the Final Rule, the Award Terms and Conditions, Compliance and Reporting Guidance, and the Title VII implementing regulations at 31 C.F.R. Part 22; and

WHEREAS, pursuant to the Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the County shall follow Treasury's records retention requirements pursuant to the award and agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of the ARP/CSLFRF award; and

WHEREAS, the ARP/CSLFRF funds are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG) where Subpart E dictates allowable costs and cost principles for expenditure of award funds; and

WHEREAS, the ARP/CSLFRF authorizes Granville County to enter subaward agreements with subrecipients to assist the County to carry out the terms of the ARP/CSLFRF award; and

WHEREAS, Treasury's guidance requires development and implementation of effective internal controls that must meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c) to ensure that recipients establish conflict of interest standards before entering into a contract or making a subaward to be funded, in part or in whole, by federal financial assistance to which 2 C.F.R. § 200.318(c) applies.

BE IT RESOLVED that the governing board of Granville County hereby adopts and enacts the following policies related to ARP/CSLFRF funds:

(1) Non-Discrimination Policy for ARP/CSLFRF Funds;
(2) Eligibility Determination Policy for ARP/CSLFRF Funds;
(3) Allowable Costs and Cost Principles Policy for ARP/CSLFRF Funds;
(4) Records Retention Policy for Documents Created or Maintained Pursuant to for ARP/CSLFRF Funds;
(5) Conflict of Interest Policy Applicable to Contracts and Subawards Supported by Federal Financial Assistance;
(6) Subaward and Monitoring Policy for Expenditure of ARP/CSLFRF Funds; and
(7) Uniform Guidance Procurement Policy.

Adopted by a vote of ___ in favor and ___ against, this the _____ day of ______________, 2022.

____
Tony Cozart, Chair

ATTEST

____
Debra A. Weary, Clerk to the Board of Commissioners

Granville County Government

NON-DISCRIMINATION POLICY FOR ARP/CSLFRF FUNDS

It is the policy of Granville County ("County") to ensure that no person shall, on the basis of race, color, national origin (including limited English proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the befits of, or be otherwise subject to discrimination under any program or activity administered by the County, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. GOVERNING STATUTORY & REGULATORY AUTHORITIES

As required by the CSLFRF Award Terms and Conditions, the County shall ensure that each "activity," "facility," or "program"[1] that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and regulations prohibiting discrimination. These include, but are not limited to, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

II. DISCRIMINATORY PRACTICES PROHIBITED IN THE ADMINISTRATION OF THE ARP/CSLFRF AWARD

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent non-discrimination authorities, the County shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of

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[1] 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

any service, financial aid, or other benefit under the program;

4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment; and
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. REPORTING & ENFORCEMENT

1. The County shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The County shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The County shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The County shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the County in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

   Granville County Human Resources Director
   104 Belle Street, PO Box 906
   Oxford, NC 27596
   (919) 603-1639

Granville County Government

ELIGIBILITY DETERMINATION POLICY FOR ARP/CSLFRF FUNDS

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how Granville County will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its Final Rule regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its Interim Final Rule or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (there is an exception to this prohibition if the settlement or judgment requires Granville County to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);

5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Granville County, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Granville County employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
   a. Brief description of the project
   b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the US Treasury Compliance and Reporting Guidance.)
   c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the Final Rule and Final Rule Overview prior to submitting a proposal.
   d. Proposed budget, broken down by cost item, in accordance with Granville County's Allowable Cost Policy.
   e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the County Manager for approval. All requests will be reviewed by the County Manager for ARP/CSLFRF compliance and by the finance director for allowable costs and other financial review.
3. No ARP/CSLFRF may be obligated or expended before final written approval by the County Manager. Board approval and/or a budget amendment may be required before approval is granted.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the county manager and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the county manager immediately.
6. The finance director and/or department staff must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The finance director must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

Granville County Government

ALLOWABLE COSTS AND COST PRINCIPLES POLICY FOR ARP/CSLFRF FUNDS

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

Granville County shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the county manager and finance director, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the finance director. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. **Be necessary and reasonable for the proper and efficient performance and administration of the grant program.** A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:
   (a) Whether the cost is needed for the proper and efficient performance of the grant project.
   (b) Whether the cost is identified in the approved project budget or application.
   (c) Whether the cost aligns with identified needs based on results and findings from a needs assessment.
   (d) Whether the cost addresses project goals and objectives and is based on program data.

   A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:
   (a) Whether the cost is a type generally recognized as ordinary and necessary for the operation of Granville County or the proper and efficient performance of the federal award.
   (b) The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and

conditions of the ARP/CSLFRF award.

(c) Market prices for comparable goods or services for the geographic area.

(d) Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to Granville County, its employees, the public at large, and the federal government.

(e) Whether Granville County significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. **Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

   If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Be authorized and not prohibited under state or local laws or regulations.**

4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**

5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of Granville County.**

6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.

7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**

8. **Be net of all applicable credits.** The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.

9. **Be adequately documented.**

III. SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

Finance department personnel responsible for determining cost allowability must be familiar with the Selected Items of Cost. Granville County must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Finance department personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, state laws, County regulations, and program-specific rules may deem a cost as unallowable, and those non-federal rules must be followed as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

IV. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Granville County may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

V. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

1. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:
   (a) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;
   (b) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(c) Costs of the judicial branch of a government;

(d) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in §200.435); and

(e) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

2. For Indian tribes and Councils of Governments (COGs) (see definition for *Local government* in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 Cost allocation plans and indirect cost proposals.

1. For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.
2. Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:
   (a) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and
   (b) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.
3. The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 Interagency service.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

VI. COST ALLOWABILITY REVIEW PROCESS

Preapproval Cost Allowability Review

Before an ARP/CSLFRF-funded project is authorized, the finance director must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

1. Local government personnel must submit proposed ARP/CSLFRF projects to the County

Manager for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.

2. Along with a general review of project eligibility and conformance with other governing board management directives, the county manager must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
3. If a proposed project includes a request for an unallowable cost, the county manager or finance director will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
4. Once a proposed project budget is pre-approved by the county manager, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

Post-expenditure Cost Allowability Review

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the finance director must perform a second review to ensure that actual expenditures comprise allowable costs.

1. All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the finance director will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
2. The finance director must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
3. If all cost items are deemed allowable and properly allocable, the finance director must proceed through the local government's normal disbursement process.
4. If any cost item is deemed unallowable, the finance director will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The finance director may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Granville County's governing board must approve any allocation of other funds for this purpose.
5. Finance department personnel must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VII. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising & investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions

General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions

Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

Granville County Government

RECORDS RETENTION POLICY FOR DOCUMENTS CREATED OR MAINTAINED PURSUANT TO THE ARP/CSLFRF AWARD

I. RETENTION OF RECORDS

The Coronavirus Local Fiscal Recovery Funds ("CSLFRF") Award Terms and Conditions and the Compliance and Reporting Guidance set forth the U.S. Department of Treasury's ("Treasury") record retention requirements for the ARP/CSLFRF award.

It is the policy of Granville County to follow Treasury's record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, Granville County agrees to the following:

A. Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.

B. Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.

C. Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act "ARPA," Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

D. Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.

E. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

II. COVERED RECORDS

For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence Granville County's expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award. Records that shall be retained pursuant to this policy include, but are not limited to, the following:

A. Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.

B. Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);

C. Documentation of administrative costs charged to the ARP/CSLFRF award;

D. Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;

E. Subaward agreements and documentation of subrecipient monitoring;

F. Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;

G. Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and

H. Indirect cost rate proposals.

III. STORAGE

Granville County's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

IV. DEPARTMENTAL RESPONSIBILITIES

Any department or unit of Granville County, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the County to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The finance director is responsible for identifying the documents that Granville County must or should retain and arrange for the proper storage and retrieval of records. Finance director shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

V. REPORTING POLICY VIOLATIONS

Granville County is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the county manager. Granville County prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

VI. QUESTIONS ABOUT THE POLICY

Any questions about this policy should be referred to the county manager, who is responsible for administering, enforcing, and updating this policy.

Granville County Government

CONFLICT OF INTEREST POLICY APPLICABLE TO CONTRACTS AND SUBAWARDS SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

I. SCOPE OF POLICY

A. Purpose of Policy. This Conflict-of-Interest Policy ("Policy") establishes conflict of interest standards that (1) apply when Granville County ("Unit") enters into a Contract or makes a Subaward (as defined in Section II hereof); and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).

B. Application of Policy. This Policy shall apply when Granville County (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies; or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. DEFINITIONS

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this section: Any capitalized term used in this Policy but not defined in this section shall have the meaning set forth in 2 C.F.R. § 200.1.

A. "***COI Point of Contact***" means the individual identified in Section III(a) of this Policy.

B. "***Contract***" means, for the purpose of federal financial assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a federal award.

C. "***Contractor***" means an entity or individual that receives a Contract.

D. "***Covered Individual***" means a public officer, employee, or agent of the Unit.

E. "***Covered Nonprofit Organization***" means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).

F. "***Direct Benefit***" means, with respect to a public officer or employee of the Unit, or the spouse of any such public officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

G. "***Federal Financial Assistance***" means federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

H. "***Governing Board***" means the Granville County Board of Commissioners.

I. "***Immediate Family Member***" means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

J. "***Involved in Making or Administering***" means (i) with respect to a public official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a public official, being a member of a board, commission, or other body of which the public official is a member, taking action on the Contract or Subaward, whether or not the public official actually participates in that action.

K. "***Pass-Through Entity***" means a non-federal entity that provides a Subaward to a Subrecipient to carry out part of a federal program.

L. "***Public Officer***" means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the County.

M. "***Recipient***" means an entity, usually but not limited to a non-federal entity, that receives a federal award directly from a federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.

N. "***Related Party***" means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

O. "***Subaward***" means an award provided by a Pass-Through Entity to carry out part of a federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a federal program.

P. "***Subcontract***" means any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

Q. "***Subcontractor***" means an entity that receives a Subcontract.

R. "***Subrecipient***" means an entity, usually but not limited to a non-federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

S. "***Unit***" has the meaning specified in Section I hereof.

III. COI POINT OF CONTACT

A. Appointment of COI Point of Contact. The Assistant County Manager shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Assistant County Manager is unable to serve in such capacity, the Internal Auditor shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the "*COI Point of Contact*".

B. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. CONFLICT OF INTEREST STANDARDS IN CONTRACTS AND SUBAWARDS

A. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section.

1. **G.S. § 14-234(a)(1).** A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
2. **G.S. § 14-234(a)(3).** No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
3. **G.S. § 14-234.3.** If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
4. **G.S. § 14-234.1.** A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

B. Federal Standards.

1. **Prohibited Conflicts of Interest in Contracting.** Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
   a. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
   b. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a

financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

2. Identification and Management of Conflicts of Interest.

a. Duty to Disclose and Disclosure Forms

(1) Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

(2) Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.

(3) If the value of a proposed Contract or Subaward exceeds $250,000, the COI Point of Contact shall collect a Conflict-of-Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict-of-Interest Disclosure Form in records of the Unit.

b. Identification Prior to Award of Contract or Subaward.

(1) Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

c. Management Prior to Award of Contract or Subaward

(1) If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the County Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

(a) accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or

(b) reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.

(2) If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

d. Identification After Award of Contract or Subaward.

(1) If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of

Contact shall, as soon as possible, disclose such finding to the County Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

e. Management After Award of Contract or Subaward.

(1) Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

(a) if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or

(b) if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. OVERSIGHT OF SUBRECIPIENT'S CONFLICT OF INTEREST STANDARDS

A. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict-of-interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. §200.318(c)(2), and all other applicable federal regulations.

B. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. GIFT STANDARDS

A. Federal Standard. Subject to the exceptions set forth in Section VI(B), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.

B. Exception. Notwithstanding Section VI(A), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of $20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this section does not exceed $50 in a calendar year:

1. honorariums for participating in meetings;
2. advertising items or souvenirs of nominal value; or
3. meals furnished at banquets.

C. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(B) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. VIOLATIONS OF POLICY

A. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.

B. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.

C. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

EXHIBIT A

Examples

Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward	*Potential Examples of a "Tangible Personal Benefit" from a Firm or Organization Considered for a Contract or Subaward*
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization's affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: - Secured debt (e.g., debt backed by an asset of the firm (like a firm's building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). - Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to a local office or position on a public board or private board).

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds $250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

Definitions

1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

STEP		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	**Name of Contract:** ______________________ **Name of Counterparty:** ______________________ **Subject of Contract:** ______________________

2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	Public Officials	**Employees**	**Agents**
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds $250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential "real" conflict of interest.	**Public Officials**	**Employees**	**Agents**
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds $[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential "real" conflict of interest.	**Public Officials – Related Party**	**Employees – Related Party**	**Agents – Related Party**
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the *appearance* that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	**Public Officials**	**Employees**	**Agents**

____________________________________ COI Point of Contact (Name)

____ Signature of COI Point of Contact

______________ Completion Date

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM FOR OFFICIALS, EMPLOYEES, AND AGENTS

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact."

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract:

____ (the "*Contract*")

To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using Exhibit A to the Policy as a guide, please answer the following questions:

---

1. Do you have a financial or other interest in a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

   a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

      Yes ______ No _______ Unsure: _______

      If the answer is Yes or Unsure, please explain:

      ____

   b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

      Yes ______ No _______ Unsure: _______

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

7. Benefits to Employers

   a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

      Yes ______ No _______ Unsure: _______

      If the answer is Yes or Unsure, please explain:

      ____

   b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

      Yes ______ No _______ Unsure: _______

      If the answer is Yes or Unsure, please explain:

      ____

   c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

      Yes ______ No _______ Unsure: _______

      If the answer is Yes or Unsure, please explain:

      ____

   d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

      Yes ______ No _______ Unsure: _______

      If the answer is Yes or Unsure, please explain:

      ____

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

Sign Name: ___________________________________

Print Name: ___________________________________

Name of Employer: ___________________________________

Job Title: ___________________________________

Date of Completed: ___________________________________

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds $250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the County Manager and to each member of the Governing Board.

Definitions

4. *Covered Individual*. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
5. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
6. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step		
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	**Name of Contract:** ______________________________ **Name of Counterparty** ______________________________ **Subject of Subaward:** ______________________________

2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	Public Officials	**Employees**	**Agents**
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds $250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential "real" conflict of interest.	**Public Officials**	**Employees**	**Agents**
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds $250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential "real" conflict of interest.	**Public Officials – Related Party**	**Employees – Related Party**	**Agents – Related Party**
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	**Public Officials**	**Employees**	**Agents**

______________________________	______________________________	______________
COI Point of Contact (Name)	Signature of COI Point of Contact	Completion Date

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM FOR OFFICIALS, EMPLOYEES, AND AGENTS

Granville County ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Assistant County Manager as the "COI Point of Contact."

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward:

____ (the "*Subaward*")

To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using Exhibit A to the Policy as a guide, please answer the following questions:

---

1. Do you have a financial or other interest in a firm considered for this Subaward?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

   a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

      Yes ______ No _______ Unsure: _______

      If the answer is Yes or Unsure, please explain:

      ____

   b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

      Yes ______ No _______ Unsure: _______

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

   Yes _______ No ________ Unsure: ________

   If the answer is Yes or Unsure, please explain:

   ____

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

   Yes _______ No ________ Unsure: ________

   If the answer is Yes or Unsure, please explain:

   ____

7. Benefits to Employers

   a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

      Yes _______ No ________ Unsure: ________

      If the answer is Yes or Unsure, please explain:

      ____

   b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

      Yes _______ No ________ Unsure: ________

      If the answer is Yes or Unsure, please explain:

      ____

   c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

      Yes _______ No ________ Unsure: ________

      If the answer is Yes or Unsure, please explain:

      ____

   d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

      Yes _______ No ________ Unsure: ________

      If the answer is Yes or Unsure, please explain:

      ____

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

   Yes _______ No ________ Unsure: ________

   If the answer is Yes or Unsure, please explain:

   ____

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

10. Does any existing situation or relationship create the *appearance* that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

   Yes ______ No _______ Unsure: _______

   If the answer is Yes or Unsure, please explain:

   ____

Sign Name: __________________________________

Print Name: __________________________________

Name of Employer: __________________________________

Job Title: __________________________________

Date of Completed: __________________________________

Granville County Government

SUBAWARD AND MONITORING POLICY FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, (2 CFR 200) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, defines requirements of pass-through entities initiating subaward agreements with Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). Granville County (hereinafter COUNTY) shall adhere to all applicable subaward and monitoring requirements governing the use of ARP/CSLFRF. This policy establishes procedures for classifying, making an award to, and monitoring a sub-recipient consistent with ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the County Manager and County Finance Director, who are charged with the administration and financial oversight of the [ARP/CSLFRF].

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Contract: for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. For additional information on subrecipient and contractor determinations, see § 200.331. See also the definition of *subaward* in this section.

Contractor: An entity that receives a contract as defined in this section.

Pass-through Entity: A non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

Recipient: An entity, usually but not limited to non-federal entities, that receive a federal award directly from a federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.

Subaward: An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: An entity, usually but not limited to non-federal entities, that receive a subaward from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

III. SUBRECIPIENT CLASSIFICATION

The COUNTY must make a case-by-case determination whether an agreement with another government or private entity, that is not a beneficiary, casts the party receiving the funds in the role of a subrecipient or contractor (2 CFR 200.331).

A subaward is for the purpose of carrying out a portion of a federal award and creates a federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-federal entity as a subrecipient include when the non-federal entity:

1. Determines who is eligible to receive what federal assistance;
2. Has its performance measured in relation to whether objectives of a federal program were met;
3. Has responsibility for programmatic decision-making;
4. Is responsible for adherence to applicable federal requirements specified in the award; and

5. In accordance with its agreement, uses the federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

A contract is for the purpose of obtaining goods and services for the non-federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-federal entity and a contractor are when the contractor:

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the federal program; and
5. Is not subject to compliance requirements of the federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The COUNTY will use the above criteria to determine if an agreement involving the expenditure of ARP/CSLFRF is a contract or subaward. The Finance Director will document the determination in the Subrecipient or Contractor Classification Checklist in Appendix 1. (Appendix 1: Subrecipient or Contractor Classification Checklist.)

If the agreement involves a contractor relationship (including a contract for services), the COUNTY must follow its UG Procurement Policy when entering into a contract.

If the agreement involves a subrecipient relationship, the COUNTY must proceed to Sections IV – VII.

IV. ASSESSMENT OF RISK

Before engaging in a subaward, the COUNTY must evaluate a subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward to determine whether to award the subaward and the appropriate subrecipient monitoring.

The finance director will conduct the risk assessment, which will include consideration of the following factors:

1. The subrecipient's prior experience with the same or similar subawards;
2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR 200 Subpart F and the extent to which the same or similar subaward has been audited as a major program;
3. Whether the subrecipient has new personnel or new or substantially changed systems; and
4. The extent and results of federal awarding agency monitoring (*e.g.,* if the subrecipient also receives federal awards directly from a federal awarding agency). 2 CFR 200.332(b).

The results of the risk assessment must be documented in the Subrecipient Assessment of Risk form in Appendix 2 and will be used to dictate the type and degree of subrecipient monitoring. (Appendix 2: Subrecipient Assessment of Risk). The COUNTY will assign an overall risk level to the subrecipient indicating the following:

Low Risk	Moderate Risk	High Risk
There is low risk that the sub-recipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is moderate risk that the subrecipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.	There is high risk that the sub-recipient will fail to meet project or programmatic objectives or incur significant deficiencies in financial, regulatory, reporting, or other compliance requirements.

If a proposed subrecipient is deemed high risk, the Finance Director must provide written justification to proceed with the subaward. The justification must be approved by the County Attorney.

V. SUBRECIPIENT MONITORING

The COUNTY will develop and implement a subrecipient monitoring plan for the particular subaward based on the findings of the Subrecipient Assessment of Risk. According to 2 CFR 200.332(d), the monitoring plan must involve:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
3. Issuing a management decision for applicable audit findings pertaining only to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of federal funding (*e.g.,* has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 CFR 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

The COUNTY's monitoring plan will vary based on the overall subrecipient risk assessment as low risk, medium risk, or high risk, detailed as follows:

Subrecipient Deemed Low Risk	Subrecipient Deemed Medium Risk	Subrecipient Deemed High Risk
• Payment validations (monthly) • Report reviews (quarterly) • Desk reviews (at least once per year and more frequently if requested by COUNTY or subrecipient) • Onsite reviews (upon request of COUNTY or subrecipient) • Audit review (yearly)	• More detailed financial reporting • Payment validations (monthly) • Report reviews (bi-monthly) • Desk reviews (within 6 months of project start and every six months thereafter) • Onsite reviews (within 12 months of project start and annually thereafter, or more frequently as requested by COUNTY or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)	• More detailed financial reporting • Compliance training (one-time) • Prior approvals for certain expenditures • Payment validations (monthly) • Report reviews (monthly) • Desk reviews (within 3 months of project start and at least quarterly thereafter) • Onsite reviews (within 6 months of project start and bi-annually thereafter, or more frequently as requested by COUNTY or subrecipient) • Audit review (yearly) • Procedures engagement (if subrecipient not subject to Single Audit Act; yearly)

Payment validation: All subrecipient documentation for project expenditures must be reviewed by the COUNTY for compliance with subaward requirements. Any non-compliant expenditures will be denied and the subrecipient will be provided a reasonable description of the reason for denial and an opportunity to cure the deficiency. For a subrecipient on a reimbursement-based payment structure, the validation will occur before a reimbursement payment is approved. For a subrecipient that received an up-front payment, any funds found to have been expended in violation of the subaward requirements must be repaid to the COUNTY.

Report review: A subrecipient must submit quarterly financial and performance reports, based on the schedule set forth in the subaward. The nature and scope of the reports will depend on the project and be spelled out in the subaward. The reports will be reviewed by the Finance Director. Any deficiencies or other performance concerns will be addressed with the subrecipient in a timely manner and could trigger additional monitoring requirements or other interventions, as specified in the subaward.

Desk review: The COUNTY will conduct a meeting to review the subrecipient's award administration capacity and financial management. The meeting may be held virtually or in person. Topics covered will depend on project scope and subrecipient risk assessment and may include governance, budgeting, accounting, internal controls, conflict of interest, personnel, procurement, inventory, and record keeping. The COUNTY will produce a report which summarizes the results and any corrective actions if deemed necessary. The report will be shared in a timely manner with the subrecipient.

Onsite review: The COUNTY will conduct an on-site meeting at the subrecipient's location to review the subrecipient's project performance and compliance. Topics covered will depend on project scope and subrecipient risk assessment and may include project procurement, data systems, activity and performance tracking, project reporting, inventory, and software systems. The COUNTY will produce a report which summarizes the results and any corrective actions deemed necessary. The report will be shared in a timely manner with the subrecipient.

Audit review: The COUNTY must verify that every subrecipient is audited as required by 2 CFR 200 Subpart F (Single Audit) when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501. The COUNTY must obtain a copy of the subrecipient's Single Audit from the Federal Audit Clearinghouse (FAC). Within six months of the acceptance of the audit report by the FAC, the COUNTY will issue a management decision for any audit findings related to the subaward. The decision will clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. (The decision will include reference numbers the auditor assigned to each finding.) The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the COUNTY may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

Procedures engagement: Applicable only to subrecipients who are not subject to the Single Audit Act. An auditor will perform specific procedures and report on findings. The scope must be limited to the following compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting. The review will be arranged and paid for by the COUNTY. The COUNTY will verify completion of the procedures engagement. Within six months of the acceptance of the procedures engagement report, the COUNTY will issue a management decision for any findings related to the subaward. The decision will provide a timetable for responsive actions by the subrecipient. Prior to issuing the management decision, the COUNTY may request additional information or documentation from the subrecipient, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs.

The specific monitoring plan for each subrecipient, including the type and frequency of reviews, will be detailed in the subaward agreement. For all requirements beyond those listed under the Low Risk category above, the COUNTY will notify the subrecipient of the following in the subaward:

1. The nature of the additional requirements;
2. The reason why the additional requirements are being imposed;
3. The nature of the action needed to remove the additional requirement, if applicable;
4. The time allowed for completing the actions if applicable; and

5. The method for requesting reconsideration of the additional requirements imposed.

To implement the monitoring plan, Finance Director must perform periodic reviews and document findings in the Subrecipient Monitoring Form (Appendix 3: Subrecipient Monitoring Form).

VI. SUBRECIPIENT INTERVENTIONS

The COUNTY may adjust specific subaward conditions as needed, in accordance with 2 CFR 200.208 and 2 CFR 200.339. If the COUNTY determines that the subrecipient is not in compliance with the subaward, the COUNTY may institute an intervention. The degree of the subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions must be indicated in the subaward agreement.

The COUNTY must provide written notice to the subrecipient of any intervention within thirty days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the COUNTY otherwise learns of a subaward compliance or performance deficiency.

Pursuant to 2 CFR 200.208, the written notice must notify the subrecipient of the following related to the intervention:

1. The nature of the additional requirements;
2. The reason why the additional requirements are being imposed;
3. The nature of the action needed to remove the additional requirement, if applicable;
4. The time allowed for completing the actions if applicable; and
5. The method for requesting reconsideration of the additional requirements imposed.

The following interventions may be imposed on a subrecipient, based on the level of the compliance or performance deficiency:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

1. Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
2. More frequent or more thorough reporting by the subrecipient
3. More frequent monitoring by the COUNTY
4. Required subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required, in addition to Level 1 interventions, for more serious compliance or performance issues.

1. Restrictions on funding payment requests by subrecipient
2. Disallowing payments to subrecipient
3. Requiring repayment for disallowed cost items
4. Imposing probationary status on subrecipient

Level 3 Interventions. These interventions may be required, in addition to Level 1 and 2 interventions, for significant and/or persistent compliance or performance issues.

1. Temporary or indefinite funding suspension to subrecipient
2. Nonrenewal of funding to subrecipient in subsequent year
3. Terminate funding to subrecipient in the current year
4. Initiate legal action against subrecipient

VII. SUBAWARD AGREEMENT & EXECUTION

The subaward agreement will be drafted by county administration or the county manager's designee using the Subaward Agreement Template. Contract terms and conditions may vary based on several factors, including subrecipient risk assessment findings, as documented in the Subrecipient Assessment of Risk. After review by the county attorney, the county manager may fully execute the subaward agreement, subject to any required budget amendments by the governing board and preaudit requirements.

APPENDIX 1: Subrecipient or Contractor Classification Checklist

If the COUNTY wishes to contract with another government entity or a private entity and use ARP/CSLFRF funds to pay for that contract, the COUNTY must determine if the relationship with the outside entity is a contractor or subrecipient. To do so the COUNTY must review the project proposal, budget classification, and other related proposal documents, as well as engage in discussions with key personnel about the nature of the proposed agreement. The determination of whether a proposed agreement involves a contractor or subrecipient relationship must be recorded on this form and maintained in the project file for the duration of the records retention period for ARP/CSLFRF records.

Instructions: Complete Sections 1-3. The section with the greatest number of marked characteristics indicates the likely type of relationship. The substance of the relationship should be given greater consideration than the form of agreement between the COUNTY and outside entity. In borderline cases, the COUNTY may either provide a written justification for its determination in Section 3 or, if appropriate, restructure the agreement to more clearly define it as either a contractor or subrecipient relationship.

Name of Outside Entity: ____

SECTION 1.
Brief Description of Nature of Proposed Agreement:

Subrecipient: A subaward is for the purpose of carrying out a portion of a federal award and creates a federal assistance relationship between the recipient and the subrecipient. Subrecipients may have one or more of the following characteristics:

- ☐ May determine who may be eligible to receive federal assistance under the program guidelines. *For example: A subrecipient that identifies mentors and mentees under a mentoring program*.
- ☐ Has its performance measured in relation to whether objectives of a federal program were met. *The recipient will rely upon the subrecipient's data to submit its own performance data to Treasury*.
- ☐ Has responsibility for programmatic decision making. *For example: If the recipient funds a subrecipient to develop (or improve) a particular program and the subrecipient will use its own judgment, discretion, and expertise to develop all or part of the program.*
- ☐ In accordance with its subaward agreement (which may be in the legal form of a contract), the subrecipient uses the federal funds to carry out a program for a public purpose specified in authorizing statutes, as opposed to providing goods or services for the benefit of the recipient. *For example: To provide crime- or criminal-justice-related services (and, in the case of crime victims, compensation) to individual members of the public, such as victims of crime, or at-risk youth.*
- ☐ The subrecipient will not earn a profit under the agreement.
- ☐ The subrecipient is required to contribute cash or in-kind match in support of the subaward.

SECTION 2.
Contractor. A contract is for the purpose of obtaining goods and services for the recipient's own use and creates a procurement relationship between the recipient and the contractor. *Entities that include these characteristics are not subject to compliance requirements of the federal program because of the agreement, though similar*

requirements may apply for other reasons. A contractor relationship may have one or more of the following characteristics:

- ☐ Provides goods and services within normal business operations.
- ☐ Provides similar goods or services to many different purchasers.
- ☐ Normally operates in a competitive environment.
- ☐ Provides goods or services that are ancillary to the operation of the federal program.
  Examples include but are not limited to: Office equipment, supplies, software licenses, reference books, chemical reagents, cell phones, body-worn cameras, body armor, internet services, cell phone service, website hosting, copying/printing, lodging.
- ☐ The entity may earn a profit under the contract.

FINAL DETERMINATION:

☐ **Subrecipient**

☐ **Contractor**

SECTION 3.

Justification. In determining whether an agreement between a recipient and another non-federal entity reflects a subrecipient or a contractor relationship, the substance of the relationship is more important than the form of the agreement. Considering the characteristics checked above, provide a written justification for the final determination of either a subrecipient or contractor relationship.

Explanation of Justification Determination:

Signature____ **Date**______________________________

Print Name and Title____

APPENDIX 2: Subrecipient Risk Assessment

Subrecipient Information

Subrecipient Name (must match the name associated with its unique entity identifier)	
Subrecipient Unique Entity Identifier	
Brief Description of Subaward Project and Role of Subrecipient	
Name and Title of Subrecipient Personnel Providing Information for this Assessment	

Choose an item.	Is the entity prohibited from receiving federal funds due to suspension or debarment per the Excluded Parties List located in the System for Award Management (SAM)? (https://sam.gov/content/home)
Choose an item.	Is the entity in good standing with Granville County? Discuss with appropriate staff.
Choose an item.	Has Data Collection Form on Federal Audit Clearinghouse (FAC) been reviewed? (https://facweb.census.gov/uploadpdf.aspx)
If yes,	List Findings:

RISK CATEGORY	RATING LABEL	COMMENTS
General Assessments		
1. Is the proposed subrecipient entity's (hereinafter "entity") facility, equipment, supplies, and staffing adequate for the needs of the award?	Choose an item.	
2. Has the entity adopted and implemented all required Uniform Guidance policies and procedures?	Choose an item.	
3. Has the entity adopted and implemented records retention, conflict of interest, and nondiscrimination policies, consistent with the ARP/CSLFRF award terms?	Choose an item.	
4. Is the entity properly licensed or certified by a recognized source (i.e., the Internal Revenue Service non-profit determination letter, bonded and insured if performing construction-related activities, etc.)?	Choose an item.	
5. Does the entity have a Code of Ethics policy which is provided to all associated employees?	Choose an item.	
6. Has the entity's management demonstrated a commitment to compliance with the subaward terms and all applicable laws and regulations?	Choose an item.	

Financial Management, Systems, & Personnel		
7. Does the entity have a financial manage-ment system that provides records that can identify the sources and application of funds for subaward funded activities?	Choose an item.	
8. Does the entity's financial management system provide for the control and accountability of project funds, property, and other assets?	Choose an item.	
9. What is the current staffing level of the entity?	Choose an item.	
10. Has there been any change in the entity's key staffing positions in the last 2 years?	Choose an item.	
11. What is the entity's staff's experience in performing stated activities in the proposed subaward?	Choose an item.	
12. Does the entity have a formal, written personnel policy that addresses: (a) Pay rates & benefits (b) Time & attendance (c) Leave (d) Discrimination (e) Nepotism (f) Conflict of Interest?	Choose an item.	
13. Does the entity have sufficient internal controls related to the subaward funds?	Choose an item.	
14. Does the entity have sufficient cash flow to carry out the subaward terms?	Choose an item.	
Experience with Other Federal Grants		
15. Has the entity previously done work for the federal government?	Choose an item.	**If low or moderate (yes)**, list the last three agencies and award periods.
(a) **If low or moderate (yes),** what is the entity's past performance on meeting federal program outcomes and managing federal funds in compliance with federal regulations?	Choose an item.	
16. Is the entity experienced in managing federal funds of the scope of this proposed subaward?	Choose an item.	
17. Identify any monitoring interventions the entity is currently subject to related to other federal grant awards.	Choose an item.	
18. Does the entity maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location, and ultimate disposition data?	Choose an item.	
Audits		
19. Does the entity have a designated federal cognizant audit agency?	Choose an item.	**If low (yes),** provide name of audit agency.
20. Has the entity completed a Single Audit in the past five years?	Choose an item.	**If low or moderate (yes),** provide a copy of the most recent audit and **do not complete the rest of the Audit Section.**
(a) **If high (no) to 20.,** does the entity have annual financial statements that have been reviewed of audited by an independent audit firm?	Choose an item.	If yes, please provide a copy of the statements for the most current fiscal year. If no, please explain.

Indirect Rate Information		
21. Does the entity have a negotiated federal indirect/F&A rate? (*Note: This question does not impacted weight of risk assessment*)	Choose an item.	**If yes,** what is the rate? **If no,** indicate that de minimis 10% indirect rate will apply
Overall Risk Assessment		
22. Based on the overall assessment, does the reviewer anticipate any implementation problems with the proposed subaward?	Choose an item.	
23. What percentage of the entity's overall annual budget will this subaward comprise?	Choose an item.	
24. Considering all factors above, assess overall **level of risk**	Choose an item.	

Document any additional findings, mitigating factors, and recommendations here.

Assessment Completed By ____________________________ Date of Assessment ____________

APPENDIX 3: Subrecipient Monitoring Form

This report reflects the COUNTY's substantive assessment of the subrecipient's project implementation and subaward compliance. The COUNTY's project manager assigned to the subaward or finance officer must complete this report for each payment validation, report review, desk review, site review, and audit or procedures engagement review during the subaward term (and, as appropriate, after the expiration or termination of the subaward). Upon completion, and following review by the Finance Director, the original will be filed in the subaward file. Any required subrecipient corrective actions will be detailed in writing and provided to the subrecipient within thirty days of the completion of this report.

I. SUBAWARD OVERVIEW (complete this section for all reviews)

Staff Information

Reviewed conducted by:		Date:
Type (programmatic, financial, or both)		Date:
Review confirmed by:		Date:

Subrecipient Information

Subrecipient Name:	
Subrecipient Program Personnel (who participated in the review):	
Subrecipient Contact Phone Number:	
Subrecipient Fiscal/Audit Personnel (who participated in the review):	
Subrecipient Fiscal Contact Phone Number:	

Grant Review Information

					Review Period	
Grant	**Project #**	**Award $**	**POP Begin**	**POP End**	**Beginning Date**	**Ending Date**

Type of Monitoring

	Type of Monitoring	**Date Completed**	**Comments**
☐	Payment Validation (*Complete this column, but not the rest of the form.)*		
☐	Report Review (*Complete this column, but not the rest of the form.)*		
☐	Audit or Procedures Engagement Review (*Complete this column, but not the rest of the form.)*		
☐	Desk Review (*If desk review, complete the rest of the form.*)		
☐	Onsite Review (*If onsite review, complete the rest of the form.)*		

II. DESK AND ONSITE REVIEWS (complete this section for desk and onsite reviews only)

Pre-Meeting Notes

List any issues, concerns, or other specialty items for follow-up during review.

1.

2.

Summary of Progress

Subrecipient must submit a written summary of the major workplan milestones during the review period at least one week prior to the review. The summary must address 1) number of clients served as compared with projections; 2) staffing; 3) activities undertaken; and 4) significant accomplishments. A copy of that summary will be appended to this written review report.

Monitoring Overview

PROGRAM IMPLEMENTATION

Indicate milestones met this quarter and identify milestones as scheduled to occur in the following quarter.

ACTIVITIES/PRODUCTS

Identify any reports or products that were submitted during the quarter, and identify those due the following quarter.

CORRECTIVE ACTIONS FROM PRIOR REVIEWS

Indicate actions taken in response to prior review issues.

ASSESSMENT OF QUALITY OF IMPLEMENTATION

Is the project being implemented on schedule? Are the activities impacting the goals and objectives as outlined in approved application?

ISSUES/PROBLEMS

Discuss significant new issues/problems with respect to projected milestones, audits, staffing, client flow, departures from approved goals, late reports, etc.

Monitoring Specifics (Complete all fields that are applicable to the subaward.)

Activity Goals	☐ **N/A**	**Yes**	**No**	**N/A**
Scope of Service, # of People to be Served, and any Special Terms stated in the Subaward Agreement.				
1. Has there been a change in the activity goals, scope of service, number of people to be served or other special terms as indicated in the Agreement between the Subrecipient and the Recipient?		☐	☐	☐
(a) If yes, was the Recipient informed of the change?		☐	☐	☐
2. Did the activity conform to any additional or special terms as reflected in the Subaward Agreement?		☐	☐	☐
3. Is the subrecipient providing the full scope of services as stated in the application and Subaward Agreement?		☐	☐	☐
4. Are the actual accomplishments at the time of this review the same as the planned accomplishments? Is the activity achieving the expected quantifiable levels of performance (number of persons served, achieving goals set for clients, etc.) reaching the intended client group?		☐	☐	☐

5. Is the overall activity performance schedule being met in a timely manner (i.e. goal for number of clients served, expenditure of funds in timely manner, reporting requirements)?	☐	☐	☐
6. Did the activity operate within the approved budget as detailed in the Subaward Agreement? (i.e., budgetary line items both accurate and realistic for activity expenses; source and use of match funds accurate)	☐	☐	☐
7. Did the activity funding source change?	☐	☐	☐
8. Was there a change in make-up or responsibility of staff for the activity?	☐	☐	☐
9. Were invoices for reimbursement payments submitted with support documentation?	☐	☐	☐
10. Were reports outlined in the Subaward Agreement submitted on time?	☐	☐	☐
General Comments			

General Compliance	**Yes**	**No**	**N/A**
Request a copy of all applicable policies and procedures required by the ARP/CSLFRF award terms and Uniform Guidance.			
11. Does the subrecipient have written policies and procedures to adequately administer the ARP/CSLFRF subaward?			
12. Does the subrecipient have a written conflict of interest policy for their employees?			
13. Are there sufficient internal controls in place to protect against waste, fraud and abuse of Federal funds (segregation of duties, etc.)?			
14. If program income will be generated by the subrecipient, have provisions been made to ensure that it is used in accordance with ARP/CSLFRF and Uniform Guidance requirements?			
What procedures does the subrecipient use to identify and account for federal property purchased with subaward funds?			
Does the subrecipient have adequate safeguards for preventing loss, damage, or theft of property held (inventory control, etc.)?			
Describe any technical assistance/training provided to subrecipient during the project period.			
General Comments			

Employee Reimbursement	☐ **N/A**	**Yes**	**No**	**N/A**
Request a copy of the employee reimbursement policy, and/or have the subrecipient describe the procedure for approving and documenting expenses that are reimbursed.				
15. Are detailed receipts (i.e., receipts that do not merely show a total, but the detail of what was purchased) provided for reimbursement?				

16. Are reimbursements reviewed and approved by a supervisor or project manager prior to being submitted to the Fiscal Officer/Accounting Staff for payment?			
17. Does the subrecipient have a Reimbursement Policy?			
Examine two or more reimbursements that were paid out of the grant being monitored.			
18. Were the detailed receipts provided to support the amounts requested?			
19. Were the expenses in compliance with grant requirements/guidelines and UG?			
20. If reimbursed for training or conference expenses, was a certificate of attendance or completion, or agenda and brochure provided to support request for reimbursement?			
General Comments			

Equipment ☐ **N/A**	**Yes**	**No**	**N/A**
What is the purchasing procedure for equipment purchased with grant funds? Attach copies of relevant policies and of any purchasing documentation during the review period.			
How is equipment inventoried, insured, and managed? Attach copies of relevant policies and current inventory information.			
What is the procedure for transferring equipment purchased with grant funds to another entity? Attach copies of relevant policies and documentation for any transfers during review period.			
Request an inventory list, physical locate selected items, and examine items to ensure compliance.			
1. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?			
2. Has all equipment indicated as purchased actually been purchased?			
3. Was equipment purchased in accordance with required procurement rules/policies?			
4. Were additions and deletions to the equipment budget made and approved prior to the purchase/procurement dates?			
5. Does a detailed expenditure list indicate any equipment purchased that is not accounted for in the subaward budget?			
6. Is equipment purchased with subaward funds in prior years still in inventory and still being used for subaward purposes?			
7. Has the inventory been updated, and did it account for all items transferred to other entities?			
8. For equipment that was transferred, aside from normal office equipment, was the transferee properly trained on the equipment, and is there a record of that training?			
9. For equipment transferred to other entities; have they added it to their inventory records and is it maintained/used for intended purposes?			
General Comments			

Financial Management	☐ N/A	Yes	No	N/A
What is the Accounting System for each grant program?				
1. Is there a separate accounting for all financial transactions for the subaward?				
2. Is a process in place to prevent co-mingling of funds?				
3. Does the accounting system prevent obligation or expenditure of funds outside the subaward's period of availability?				
4. Are accounting records supported by source documentation?				
5. Were any illegal transfers or unusual activities noted during a review of the subrecipient's fund activity reports?				
6. Does the system provide for prompt and timely recording and reporting of all financial transactions?				
7. Is proper Fiscal record retention being followed (through Dec. 31, 2031)?				
What is the process for approval and payment of expenditures and posting to the General Ledger?				
8. Are subaward costs identified as eligible prior to encumbering funds and placing an order?				
9. Were the applicable state/federal suspension and debarment listings consulted prior to doing business with a vendor and/or contractor?				
10. Are all invoices reviewed by the project director for eligibility and marked 'ok to pay' prior to being submitted to the finance office for payment?				
11. Are disbursements fully support by invoices, requisitions, purchase orders, or similar documents?				
12. Are cancelled checks or warrants available for review?				
13. Were all subaward funds that were received disabused within the allowable timeframe?				
What is the reconciliation process, and how are errors or adjustments handled?				
14. Does the subrecipient perform routine reconciliations of its records against the General Ledger? By whom and how often?				
15. Does the subrecipient have sufficient internal controls for reconciliations?				
16. Were actions taken to promptly correct any errors and/or resolve issues?				
General Comments				

Other Direct Costs	☐ N/A	Yes	No	N/A
How are rent, utilities, and other items allocated for the program?				
1. Are rent payments documented by a copy of the lease agreement, and canceled checks or receipts?				
2. Are receipts, bills, and invoices properly maintained?				
3. Is the actual rate and method being charged to the grant consistent with the rate and method approved in the budget?				
4. Are costs shared with other programs or funding sources? If yes, how are costs allocated?				
General Comments				

Personnel/Direct Labor	☐ N/A	Yes	No	N/A
Describe the payroll process and who is paid by the subaward.				
1. Are personnel files maintained for each employee that include current job descriptions, performance and evaluations, and changes in pay rates?				
2. Are time sheets, activity reports, or payroll files available for review? These documents should clearly show the effort toward the subaward charged.				
3. Are individual employee time sheets and attendance records:				
• Prepared and signed by each employee for each pay period?				
• Reviewed and signed by each employee's supervisor?				
• Reconciled to the payroll master ledger?				
4. Are all authorized staff positions filled for the approved budget?				
5. Are staff salaries consistent with the approved budget?				
6. Are fringe benefits the same as what is listed in the approved budget?				
General Comments				

Reporting Requirements	☐ N/A	Yes	No	N/A
Subrecipients are required to report on progress toward implementing plans described in their application/proposal.				
1. Progress reports must be submitted based on approved work plan. Have all of the reports been submitted for this reporting period?				
2. Are there any outstanding data elements that must be tracked and reported by the subrecipient? If so, detail the plan for the subrecipient to comply with this requirement.				
General Comments				

Supplies & Materials	☐ N/A	Yes	No	N/A
Explain the process of allocating supply costs to the subaward.				
1. Are purchases of supplies approved and well documented by quotes, invoices, or receipts?				
2. Are expenditures for supplies consistent with the approved budget?				
3. Is there a substantial supply inventory remaining at the project termination date?				
4. Were all transactions conducted in a manner providing full and open competition, and quotations obtained from an adequate number of sources?				
General Comments				

Travel/Vehicle Mileage	☐ **N/A**	**Yes**	**No**	**N/A**
Request a copy of the subrecipient's travel policy or have them describe the procedure for approving and documenting travel expenses.				
1. Is employee travel approved in advance by a supervisor or project manager?				
2. Are travel expenditures documented with expenses reports and/or detailed receipts (i.e., receipts do not merely show total but detail of what was purchased)?				
3. Are travel expenditures appropriately supported within subaward guidelines and in the approved budget?				
4. Are mileage reimbursements supported by a mileage log or similar documentation?				
General Comments				

Single Audit Review	☐ **N/A**	**Yes**	**No**	**N/A**
Obtain a copy of the subrecipient's most recent audit from FAC. Attach it to this review form.				
1. Was the Major Programs' Compliance Opinion in the Summary of Auditor's Results in the Schedule of Findings qualified?				
2. Were there any findings and/or questioned costs for federal awards in the Schedule of Findings? Were any other operational issues such as the handling of assets, lack of policies and procedures, contract non-compliance, etc., which would impact Federal dollars received?				
3. Were past audit findings and/or questioned costs for federal awards satisfactorily resolved?				
4. Was any control issue identified which would impact the processing of Federal grant dollars (i.e., control weaknesses)?				
General Comments *(If yes response to questions 1, 2, and/or 4, then comment on the issues noted from the audit and how this was addressed during the onsite review).*				

RECOMMENDED CHANGES AND/OR NEW MONITORING INTERVENTIONS

Please document any recommendations for financial, programmatic, or other changes. Indicate if further monitoring interventions are warranted.

CAREFULLY REVIEW AND AMEND THIS TEMPLATE TO ADDRESS THE SPECIFIC NATURE OF THE SUBAWARD.

American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recover Funds Subaward Agreement
Between
Granville County, North Carolina
and
[NAME OF SUBRECIPIENT]

Article I. Overview

Section 1.1. Parties. The parties to this agreement are Granville County, North Carolina, a body politic and political subdivision of the State of North Carolina ("COUNTY") and [FULL LEGAL NAME OF SUBRECIPIENT], a North Carolina [NON-PROFIT CORPORTATION, FOR-PROFIT CORPORATION, GOVERNMENT ENTITY, ETC.] ("Subrecipient").

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Roles. For the purposes of this Agreement, the COUNTY serves as a pass-through entity.

Section 1.4. Source of Funding. This Agreement is funded by a portion of the $11.7M allocated to the COUNTY by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARP/CSLFRF).

Section 1.5. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient from the COUNTY.

Section 1.6. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the COUNTY to provide the Subrecipient with specific information about this subaward. All required information is listed in Exhibit A (Subaward Data).

Section 1.7. Term. This Agreement shall govern the performance of the parties for the period [START DATE] (the "Effective Date") through [END DATE] ("Expiration Date"), unless earlier terminated by either party in accordance with the terms of this Agreement ("Agreement Term").

Article II. Scope of Funded Activities

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Subrecipient shall perform the Approved Activities in accordance with the program budget as approved by the COUNTY and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the COUNTY; nor shall Subrecipient make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of COUNTY.

Article III. Compensation

Section. 3.1. Payment of Funds. COUNTY agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed $[_______________] ("Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by the COUNTY if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this

Agreement. [DRAFTING NOTE: THIS SECTION SHOULD BE RE-DRAFTED TO MATCH THE PROCESS GRANVILLE COUNTY WILL FOLLOW TO MAKE REIMBURSEMENT PAYMENTS TO SUBRECIPIENTS. THE DEFAULT PAYMENT METHOD IS REIMBURSEMENT. IF THE NATURE OF THE SUBAWARD REQUIRES UP FRONT PAYMENTS TO THE SUBRECIPIENT, THIS SECTION WILL NEED TO BE REDRAFTED TO ACCOUNT FOR THOSE PAYMENTS AND THE POTENTIAL FOR CLAWBACK IF AN EXPENSE IS DETERMINED TO BE UNALLOWABLE.]

Section. 3.2. Invoices. On or before the twentieth (20th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, Subrecipient shall submit invoices and associated receipts, in a format dictated by the COUNTY, for the most recent month ended, to [DEPARTMENT NAME OR POSITION TITLE AND INDICATE HOW SUBRECIPIENT MUST SUBMIT INFO (MAIL, EMAIL, ETC.)], setting forth actual expenditures of Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, the COUNTY may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, the COUNTY shall notify Subrecipient as to the disapproval. A decision by the COUNTY to disapprove a reimbursement claim is final. There is no appeal process for subrecipient. If the approves payment, funds will be disbursed without further notice. [DRAFTING NOTE: THIS SECTION SHOULD BE RE-DRAFTED TO MATCH THE PROCESS THAT GRANVILLE COUNTY WILL FOLLOW TO MAKE REIMBURSEMENT PAYMENTS TO SUBRECIPIENTS. THE DEFAULT PAYMENT METHOD IS REIMBURSEMENT. IF THE NATURE OF THE SUBAWARD REQUIRES UP FRONT PAYMENTS TO THE SUBRECIPIENT, THIS SECTION WILL NEED TO BE REDRAFTED TO ACCOUNT FOR THOSE PAYMENTS AND THE POTENTIAL FOR CLAWBACK IF AN EXPENSE IS DETERMINED TO BE UNALLOWABLE. LG SHOULD ALSO INDICATE HOW PAYMENTS WILL BE MADE – CHECK, ELECTRIC FUNDS TRANSFER, ETC.]

Section. 3.3. COUNTY's Subaward Obligations Contingent on Federal Funding and Subrecipient Compliance. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by the COUNTY from the ARP/CSLFRF and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that the COUNTY receives from the ARP/CSLFRF is reduced, it may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The COUNTY also may deny payment for Subrecipient's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Subrecipient to comply with the terms and conditions of this Agreement.

Article IV. Financial Accountability and Grant Administration

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Subrecipient must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARP/CSLFRF Assistance Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the COUNTY if required by applicable federal or state laws or regulations, or guidelines from US Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. The COUNTY shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established COUNTY and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. The COUNTY may not reimburse or otherwise compensate Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. **Indirect Cost Rate**. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement. [DRAFTER NOTE: IF THE SUBRECIPIENT HAS A NICRA WITH ANOTHER FEDERAL AGENCY THAT IS HIGHER THAN THE DE MINIMIS INDIRECT RATE OF 10%, YOU MUST USE THE SUBRECIPIENT'S NICRA TO CALCULATE ITS INDIRECT RATE. SEE 2 CFR 200.332(a)(4)(ii)]

Section. 4.4. Financial and Other Reports. Subrecipient shall submit to the COUNTY such reports and back-up data as may be required by the Federal Government or the COUNTY, including such reports which enable the COUNTY to submit its own reports to the US Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

REPORT	DEADLINE
[INSERT APPLICABLE REPORT REQUIREMENTS HERE]	[INSERT APPLICABLE DEADLINES]

[DRAFTER NOTE: REVIEW TREASURY PROJECT & EXPENDITURE REPORT AND RECOVERY PLAN DEADLINES AS A GUIDELINE FOR DEVELOPING TIMELINE. SEE TREASURY COMPLIANCE AND REPORTING GUIDANCE]

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to the COUNTY following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the COUNTY, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be paid solely by Subrecipient, immediately upon notification of such, from funds other than those provided by the COUNTY under this Agreement or any other agreements between the COUNTY and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Subrecipient is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Subrecipient shall have a financial audit performed yearly by an independent Certified Public Accountant. Subrecipient shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Subrecipient certifies that it will provide the COUNTY with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement. [DRAFTER NOTE: BASED ON THE RISK ASSESSMENT OF THE SUBRECIPIENT, GRANVILLE COUNTY MAY IMPOSE A MORE LIMITED PROCEDURES ENGAGEMENT REQUIREMENT ON A SUBRECIPIENT THAT IS NOT SUBJECT TO A SINGLE AUDIT. IF SO, THAT REQUIREMENT SHOULD BE SPELLED OUT HERE. THE COUNTY WILL ARRANGE FOR THE PROCEDURES ENGAGEMENT WITH THE AUDITOR AND PAY FOR IT. ARP/CSLFRF FUNDS MAY BE USED TO COVER THESE COSTS IF THE PROCEDURES ENGAGEMENT IS LIMITED TO ALLOWABLE COSTS UNDER THE UNIFORM GUIDANCE.]

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by the COUNTY no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. The COUNTY will not accept a payment request submitted after this date without prior authorization from the COUNTY. In consideration of the execution of this Agreement by the COUNTY, Subrecipient agrees that acceptance of final payment will constitute an agreement by Subrecipient to release and forever discharge the COUNTY, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to the COUNTY under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the COUNTY. Such requirements shall include submitting final reports and providing any closeout-related information requested by the COUNTY by the deadlines specified by the COUNTY. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws

Section. 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the COUNTY and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Subrecipient's current policies and practices. The COUNTY may assist Subrecipient in complying with all applicable requirements. However, Subrecipient remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how Subrecipient must administer the subaward and how the COUNTY must oversee Subrecipient.

The applicable UG provisions are as follows:

Subpart A, Acronyms and Definitions
Subpart B, General provisions
Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)
Subpart D, Post Federal; Award Requirements (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))
Subpart E, Cost Principles
Subpart F, Audit Requirements
2 CFR Part 25 (Universal Identifier & System for Award Management)
2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)
2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. The COUNTY may provide sample policies or other assistance to Subrecipient in meeting these compliance requirements. Regardless of the COUNTY's assistance, it is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by the COUNTY.

Section. 5.4. Procurement Requirements.

(a) **Federal.** Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient shall adopt and enact procurement procedures. Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards). Such standards include, but are not limited to, the following:

1. All procurement transactions for property or services shall be conducted in a manner providing full and

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.

2. Subrecipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient shall immediately disclose in writing to the COUNTY any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
4. Pursuant to 2 CFR 200.321, Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
5. Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price." 2 CFR 200.318(i).

(b) **Local**. In addition to the requirements described in subsection (a), the Subrecipient shall comply with the following: [DRAFTER NOTE: ADJUST THIS SECTION TO FIT ANY COUNTY-SPECIFIC REQUIREMENTS.]

1. **Reporting**. Subrecipient shall document, in its quarterly report to the COUNTY, the status of all contracts executed in connection with this Agreement.
2. **County review of solicitations**. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Subrecipient proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then the Subrecipient shall forward a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation to the COUNTY. The COUNTY will review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the COUNTY. Consistent with 2 CFR 200.324, the COUNTY will review the solicitation for compliance with applicable procurement standards. The COUNTY's review and comments shall not constitute a binding approval of the solicitation. Regardless of the COUNTY's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review the COUNTY identifies any deficiencies, it will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window outlined above.
3. **County review of contracts**. Except for micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, then Subrecipient shall forward a copy of the written contract prior to contract execution to the County. The COUNTY shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Subrecipient within three (3) business days. Failure to respond within three (3) business days does not constitute approval by the COUNTY. Consistent with 2 C.F.R. §200.324, the COUNTY will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. The COUNTY's review and comments shall not constitute an approval of the contract. Regardless of the COUNTY's review, Subrecipient remains bound by all applicable laws, regulations, and Agreement terms. If during its review the COUNTY identifies any deficiencies, it will communicate those deficiencies to Subrecipient as soon as possible within the three (3) business day window outlined above. Subrecipient must correct the noted deficiencies before executing the contract.

(c) **Mandatory Contract Provisions.** Subrecipient must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by the COUNTY.

[DRAFTER NOTE: CONSIDER WHETHER TO PROVIDE LIST OF REQUIRED CONTRACT PROVISIONS IN APPENDIX]

Section 5.5. Subawards. In executing this Agreement, Subrecipient may not enter a subaward without prior written approval from the COUNTY.

Section 5.6. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARP/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200.311 through 2 CFR 200.316. [DRAFTER NOTE: NEED MORE HERE ABOUT PROPERTY MANAGEMENT, APPLICATION OF UG REQUIREMENTS, VESTED OWNERSHIP, AND LOCAL GOVERNMENT APPROVALS]

Section 5.7 Program Income. If Subrecipient earns program income, as defined in 2 CFR 200.1 during the term of the subaward, it must segregate the gross proceeds of the program income and follow the provisions in 2 CFR 200.307. [DRAFTER NOTE: IF THE SUBAWARD ACTIVITY WILL INVOLVE THE GENERATION OF PROGRAM INCOME, YOU'LL NEED TO FLESH THIS SECTION OUT. SEE THIS POST AND SAMPLE PROGRAM INCOME POLICY FOR MORE DETAILS].

Section. 5.8. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.9. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the COUNTY, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section. 5.10. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq*.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

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

Section. 5.11. Suspension and Debarment. Subrecipient shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify the COUNTY immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Section. 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide the

COUNTY with all information requested by the COUNTY to enable it to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).

Section. 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the COUNTY proof of any licensure, certification, permit or accreditation upon request.

Section. 5.14. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Granville County, North Carolina by the U.S. Department of the Treasury."

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Subrecipient shall not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to the COUNTY within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction). [CONFIRM WHETHER THIS SECTION IS REQUIRED.]

Section 5.20. Drug-free Workplace Requirements. [DETERMINE WHAT US TREASURY'S POLICY IS IMPLEMENTING 2 CFR 182]

Section 5.21. Stevens Amendments Requirements. Subrecipient shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

[ADD ANY ADDITIONAL SECTIONS REQUIRED BY STATE LAW OR GENERAL CONTRACT PRINCIPLES]

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. COUNTY Responsibilities. The COUNTY shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of Approved Activities performed under this Agreement. The COUNTY must determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. The COUNTY may require Subrecipient to take corrective action if deficiencies are found.

The type and degree of monitoring activities depends on the results of the Subrecipient Risk Assessment, as detailed in the COUNTY's Subaward and Monitoring Policy for the expenditure of ARP/CSLFRF funds, see Exhibit E (Subaward Policy). The following specific monitoring activities apply to this Agreement:

[LIST APPROPRIATE MINIMUM MONITORING ACTIVITIES HERE – REFERENCE LISTS IN SUBAWARD POLICY. IF MEDIUM OR HIGH-RISK MONITORING APPLIES, ADD THE FOLLOWING DETAILED INFORMATION:

(1) The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;

(3) The nature of the action needed to remove the additional requirement, if applicable;

(4) The time allowed for completing the actions if applicable; and

(5) The method for requesting reconsideration of the additional requirements imposed.]

Section. 6.2. Subrecipient Responsibilities.

(a) Cooperation with COUNTY Oversight. Subrecipient shall permit the COUNTY to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) Cooperation with Audits. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Granville County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If the COUNTY determines that Subrecipient is not in compliance with this Agreement, it may initiate an intervention, in accordance with 2 CFR 200.208 and 2 CFR 200.339. The degree of Subrecipient's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in Subrecipient's performance or compliance deficiency.

If the COUNTY determines that an intervention is warranted, it shall provide written notice to Subrecipient of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after the COUNTY otherwise learns of a compliance or performance deficiency related to the execution of this Agreement.

The written notice shall notify Subrecipient of the following related to the intervention:

(1) The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;

(3) The nature of the action needed to remove the additional requirement, if applicable;

(4) The time allowed for completing the actions if applicable; and

(5) The method for requesting reconsideration of the additional requirements imposed.

The COUNTY may impose the following interventions on Subrecipient, based on the level of the compliance or performance deficiency that the COUNTY determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues.

(1) Subrecipient addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period
(2) More frequent or more thorough reporting by the Subrecipient
(3) More frequent monitoring by the COUNTY
(4) Required Subrecipient technical assistance or training

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues.

(1) Restrictions on funding payment requests by Subrecipient
(2) Disallowing payments to Subrecipient
(3) Requiring repayment for disallowed cost items
(4) Imposing probationary status on Subrecipient

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues.

(1) Temporary or indefinite funding suspension to Subrecipient
(2) Nonrenewal of funding to Subrecipient in subsequent year
(3) Terminate funding to Subrecipient in the current year
(4) Initiate legal action against Subrecipient

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of the COUNTY.

Section 6.4. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Granville County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify COUNTY of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Default and Termination

Section. 7.1. Termination for Cause. The COUNTY may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement.

Sec. 7.2. Termination Without Cause. The COUNTY may terminate this Agreement for any reason, in its sole discretion, by providing Subrecipient with thirty (30) days prior written notice.

Sec. 7.3. Termination by Mutual Agreement. The COUNTY and Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Subrecipient shall not be relieved of liability to the COUNTY because of any breach of Agreement by Subrecipient. The COUNTY may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due from Subrecipient is determined.

Article VIII. General Conditions

Section. 8.1. Indemnification. To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless the COUNTY and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement.

Section. 8.2. Insurance. Subrecipient must maintain insurance policies with minimum limits as follows: [INSERT COUNTY'S INSURANCE REQUIREMENTS.]

Coverage	Minimum Limits

The COUNTY may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide the COUNTY with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Subrecipient must provide the COUNTY prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by the COUNTY for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Subrecipient shall name the COUNTY as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to the COUNTY. If Subrecipient fails at any time to maintain and keep in force the required insurance, the COUNTY may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. The COUNTY and Subrecipient agree that they executed and performed this Agreement in Granville County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Granville County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by the COUNTY constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of COUNTY Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the COUNTY from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without the COUNTY's prior written consent. Unless the COUNTY otherwise agrees in writing, Subrecipient and all assigns are subject to all the COUNTY's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all the COUNTY's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the COUNTY:
[ADDRESS HERE]
[EMAIL HERE]

(b) If to the Subrecipient:
[ADDRESS HERE]
[EMAIL HERE]

IN WITNESS WHEREOF, the parties have caused this Agreement to the signed by their duly constituted legal representatives and is effective as of the Effective Date.

GRANVILLE COUNTY:

____
Name and Title

____
Signature

____
Date

ATTEST:

____

[SUBRECIPIENT NAME]:

____
Name and Title

____
Signature

____
Date

EXHIBIT A: SUBAWARD DATA

Subrecipient Name:	[Insert Subrecipient name, which must match the name associated with its unique entity identifier]
Subrecipient Unique Entity Identifier:	[Insert Subrecipient Unique Entity Identifier]
Federal Award Identification Number (FAIN):	[Insert Federal Award Identification #]
Federal Award Date of award to recipient by federal agency:	[Insert date]
Subaward Period of Performance Start Date:	[Insert date]
Subaward Period of Performance End Date:	[Insert date]
Amount of federal funds obligated by this action by the pass-through entity to the subrecipient:	[Insert Total Agreement Funds]
Total amount of federal funds obligated to the subrecipient by the pass-through entity including the current obligation:	[If additional federal awards have been awarded to the Subrecipient, insert total amount, including the Total Agreement Funds specified above]
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	[Insert amount]
Federal Award Project Description:	[Insert description]
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity:	Granville County, North Carolina
Contact Info for Granville County Authorizing Official:	[Insert contact information]
Contact Infor for County Project Manager:	[Insert contact information]
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See Exhibit C – Approved Budget

EXHIBIT B: APPROVED ACTIVITIES

[DESCRIBE IN DETAIL WHAT THE SUBRECIPIENT WILL DO WITH THE MONEY]

EXHIBIT C: APPROVED BUDGET

Consult the COUNTY's Allowable Costs and Cost Principles Policy and the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES			**TOTAL REVENUE**
Granville County Coronavirus State and Local Fiscal Recovery Funds Awarded		$	
BUDGET COST CATEGORIES	**OMB UNIFORM GUIDANCE FEDERAL AWARDS REFERENCE 2 CFR 200**		**TOTAL EXPENDITURES**
1. Personnel (Salary and Wages)		$	
2. Fringe Benefits		$	
3. Travel		$	
4. Equipment		$	
5. Supplies		$	
6. Contractual Services and Subawards		$	
7. Consultant (Professional Service)		$	
8. Construction		$	
9. Occupancy (Rent and Utilities)		$	
10. Research and Development (R&D)		$	
11. Telecommunications		$	
12. Training and Education		$	
13. Direct Administrative Costs		$	
14. Miscellaneous Costs a. Advertising and public relations costs b. Materials and supplies costs, including costs of computing devices		$	
15. *Add additional cost items as needed*			
16. Total Direct Costs (add lines 1-15)		$	
17. Total Indirect Costs			
Rate %: Base*:		$	
18. Total Costs Federal Grant Funds (Lines 16 and 17) **MUST EQUAL REVENUE TOTALS ABOVE**		$	

** The Base is modified direct total costs (MTDC) of the subaward project. Pursuant to 2 CFR 200.68, MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.*

EXHIBIT D: LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering 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.

____
Signature of Subrecipient's Authorized Official

____
Name and Title of Subrecipient's Authorized Official

____
Date

EXHIBIT E: SUBAWARD POLICY

[APPEND THE COUNTY'S SUBAWARD POLICY HERE]

EXHIBIT F: KEY PERSONNEL

COUNTY INFORMATION	
Administrative Address:	106 Belle Street, Oxford NC 27565
Invoice Address:	
Project Manager Name:	
Project Manager Title:	
Project Manager Email:	
Project Manager Phone:	
Fiscal Officer Name:	Steve McNally
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Steve.mcnally@granvillecounty.org
Fiscal Officer Phone:	
SUBRECIPIENT INFORMATION	
Administrative Address:	
Invoice Address:	
Project Manager Name:	
Project Manager Title:	
Project Manager Email:	
Project Manager Phone:	
Fiscal Officer Name:	
Fiscal Officer Title:	
Fiscal Officer Email:	
Fiscal Officer Telephone:	

Granville County Government

UNIFORM GUIDANCE PROCUREMENT POLICY

I. PURPOSE

The purpose of this policy is to establish guidelines that meet or exceed procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used in whole or in part to pay for the cost of the contract. To the extent that other sections of procurement policies and procedures adopted by Granville County Government are more restrictive than those contained in this policy, local policies and procedures shall be followed.

II. POLICY

A. Application of Policy. This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any sub-recipient of the funds.

All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. Compliance with Federal Law. All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. §200.317 through §200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. Granville County will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the County have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. Contract Award. All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

D. No Evasion. No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

E. Contract Requirements. All contracts paid for in whole or in part with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R §200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

F. Contractors' Conflict of Interest. Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

G. Approval and Modification. The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

III. GENERAL PROCUREMENT STANDARDS AND PROCEDURES

The purchasing or requesting department shall procure all contracts in accordance with the requirements of this Section of the Policy.

A. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The purchasing and/or requesting department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

B. Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

C. Notice of Federal Funding. All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. Compliance by Contractors. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

E. Fixed Price. Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

F. Use of Brand Names. When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. Lease versus Purchase. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. Dividing Contract for M/WBE Participation. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

I. Documentation. Documentation detailing the history of all procurements must be maintained by the purchasing and/or requesting department. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

J. **Cost Estimate.** For all procurements costing $250,000 or more, the purchasing and/or requesting department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. **Contract Requirements.** The Granville County attorney, county manager, or finance director must prepare a written contract incorporating the provisions referenced in Section II: C of this Policy.

L. **Debarment.** No contract shall be awarded to a contractor included on the federally debarred bidder's list.

M. **Contractor Oversight.** The county manager and finance director must maintain oversight of the contract to ensure that contractor is performing in accordance with the contract terms, conditions, and specifications.

N. **Open Competition.** Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. **Geographic Preference.** No contract shall be awarded on the basis of a geographic preference.

IV. SPECIFIC PROCUREMENT PROCEDURES

The county manager, finance director, and/or the requesting department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

A. **Service Contracts** (except for A/E professional services) and **Purchase Contracts <u>costing less than $30,000</u>** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. §200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. **Service Contracts** (except for A/E professional services) and **Purchase Contracts <u>costing $30,000 up to $90,000</u>** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. §200.320(b)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal

grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.

3. Cost or price analysis is not required prior to soliciting bids.

4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).

5. Award the contract to the lowest responsive, responsible bidder.

C. **Service Contracts** (except for A/E professional services) and **Purchase Contracts <u>costing $90,000 and above</u>** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. §200.320(c)) and state formal bidding procedures (G.S. §143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.

2. Complete specifications or purchase description must be made available to all bidders.

3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."

4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.

5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received in order to open all bids.

6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee or has approved the purchase during the budget process. Any and all bids may be rejected only for "sound documented reasons."

   Note Regarding Service Contracts Costing $90,000 up to $250,000: *Local government service contracts are not subject to state competitive bidding requirements. If a local government does not require competitive proposals (RFPs) for service contracts under its local policy, it may choose to follow the UG small purchase procedure for service contracts costing $30,000 up to $250,000, and then follow the UG sealed bid or competitive proposal method for service contracts costing $250,000 or more. If the local policy regarding service contracts is more restrictive, the local policy should be followed.*

D. **Service Contracts** (except for A/E professional services) **<u>costing $250,000 and above</u>** may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. §200.320(d)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an “adequate number” of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
3. Identify evaluation criteria and relative importance of each criterion (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Utilize a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

E. Construction and repair contracts **costing less than $30,000** shall be procured using the Uniform Guidance “micro-purchase” procedure (2 C.F.R. §200.320(a)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

F. Construction and repair contracts **costing $30,000 up to $250,000** shall be procured using the Uniform Guidance “small purchase” procedure (2 C.F.R. §200.320(b)) as follows:

1. Obtain price or rate quotes from an “adequate number” of qualified sources (a federal grantor agency might issue guidance interpreting “adequate number,” so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. §200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required for any repair or construction contract that exceeds $30,000 and requires bidding per NC General Statutes. Governing board approval can be delegated to the county manager or finance director.

G. Construction and repair contracts **costing $250,000 up to $500,000** shall be procured using the Uniform Guidance “sealed bid” procedure (2 C.F.R. §200.320(c)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).

2. Complete specifications must be made available to all bidders.
3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required as long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of two bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required. Any and all bids may be rejected only for "sound documented reasons."

H. Construction and repair contracts <u>costing $500,000 and above</u> shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. §200.320(c)) and state formal bidding procedures (G.S. §143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of three bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the three-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board

approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."

I. **Construction or repair contracts involving a building <u>costing $300,000 and above</u>** must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. §143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. §143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. §143-129(a1).

J. **Contracts for Architectural and Engineering Services costing <u>under $250,000</u>** shall be procured using the state "Mini-Brooks Act" requirements (G.S. §143-64.31) as follows:

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. §200.321.
3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the purchasing and/or requesting department.
4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
6. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is required.

K. **Contracts for Architectural and Engineering Services costing <u>$250,000 or more</u>** shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. §200.320(d)(5)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. §200.321.
3. Identify the evaluation criteria and relative importance of each criterion (the criteria weight) in the RFQ.
4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
5. Utilize a written method for conducting technical evaluations of proposals and selecting the best qualified firm.

6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successfully, repeat negotiations with the second-best qualified firm.
10. Award the contract to best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is required.

V. EXCEPTIONS

Non-competitive contracts are allowed ***only*** under the following conditions ***and*** with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

A. Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The purchasing and/or requesting department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

B. Public Exigency. A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

C. Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

D. Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

E. Awarding Agency Approval. A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds as long as awarding the contract without competition is consistent with state law.

Granville County Administration

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 20, 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: June 11, 2022
Title: **NACo Voting Delegate**

PURPOSE:
To select a NACo (National Association of Counties) Voting Delegate.

BACKGROUND:
The NACo Annual Conference is scheduled for July 21-24, 2022, in Adams County, Colorado. A voting delegate needs to be selected to represent Granville County.

RECOMMENDATION:
Recommend selecting a voting delegate to represent Granville County during the NACo business meeting to be held on July 24th.

ACTION TAKEN:

Granville County Administration

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 11, 2022
Title:	**Adopt Fire Commission By-Laws**

PURPOSE:
To consider the adoption of the Granville County Fire Commission Bylaws.

BACKGROUND:
A draft copy of the Granville County Fire Commission Bylaws was provided to the County Commissioners during their regular meeting held on June 6, 2022. Based on comments received, there was only one edit made to Article 5 Section 4 which appears in red type below.

Article 5, Section 4. Election and Term of Office. See ARTICLE V Section 2 & 3 for election of members, position appointments, and/or the filling of vacancies. No County employee is to serve on a BOC appointed body unless that body requires specified staff representation. No person duly elected to public office is to be a voting member of the Fire Commission. County employees shall serve in an ex officio/advisory/non-voting capacity.

FUNDING:
N/A

RECOMMENDATION:
The County Manager recommends adopting the Granville County Fire Commission Bylaws as presented in the final draft version included for the Board of Commissioner's reference during the June 20, 2022, regular meeting.

ATTACHMENTS:
Fire Commission Bylaws - Final Draft

ACTION TAKEN:

ARTICLE I
NAME

The name of this board appointed to serve the Granville County Board of Commissioners shall be referred to as the Granville County Fire Commission (hereinafter referred to as the Fire Commission).

ARTICLE II
MISSION

The mission of the Fire Commission shall be to make formal recommendations to the Granville County Board of Commissioners on fire protection and emergency services delivery applicable to those departments covered under the venue of the Fire Commission.

The roles of the Fire Commission members as approved by the Granville County Board of Commissioners (BOC) are:

- Review and making recommendation on non-governmental fire department contracts.
- Reviewing and making recommendations on operating budget requests.
- Reviewing and making recommendations on CIP budget requests.
- Reviewing requests for grant requests from departments and making recommendations for implementation.
- Reviewing and supporting firefighter and volunteer incentive retention and recruitment programs.
- Development and reviewing of demonstrated performance measurement metrics for (contract) compliance.
- Making recommendations to the Granville County Board of Commissioners for continuing improvement of the fire protection system.
- Review and development of non-governmental fire department response standards.
- Reviewing ISO and consultants reports and recommending action for improvement as deemed necessary.
- Developing and providing overview of all service district operational regulations and guidelines for the Granville County fire protection service district.

DRAFT OF GRANVILLE COUNTY FIRE COMMISSION BY-LAWS 2-17-22, MODIFIED 6-7-22.

ARTICLE III
MEETINGS

Section 1. Regular Meetings. The Fire Commission shall meet a minimum of quarterly for regular meetings. The following is a suggested month / topic schedule:

- January / Fire Department Budgets
- April / Budget Continuations if necessary & Capital Improvements Planning
- July / Collaborative Purchasing
- October / Contracts & Election of Chairman

Section 2. Special Meetings. Special meetings may be requested by any member of the Fire Commission as need arises and, as with regular meetings, should be coordinated with the Chairman and Secretary for the earliest and most convenient possible scheduling.

Section 3. Meeting Location. Unless otherwise noted, all meetings for the Granville County Fire Advisory Board shall take place in the Granville County Expo Center, located at 4185 US15 Oxford, NC 27565 unless otherwise scheduled elsewhere and will be scheduled to begin at 6:00 PM unless otherwise specified.

Section 4. Quorum. A simple majority of the voting members (currently 4) shall constitute a quorum at a meeting. Due to shift schedules, members may utilize electronic media (i.e., teleconference, video conferencing, or other virtual options) if necessary to participate in a scheduled meeting. However, the Fire Commission must comply with Granville County's policies. In the absence of a quorum, a majority of the members may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The members present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some members results in representation of less than a quorum.

Section 5. Notice of Meetings. Notice of time, place, and agenda items to be considered at each meeting shall be given in writing at least 48 hours prior to each meeting to all members, the "Sunshine List", and to the Clerk to the Granville County Board of Commissioners in accordance with GS 143-318.12.

ARTICLE IV
VOTING

Section 1. <u>Single Vote</u>. Each voting Fire Commission member, including the Chairman, shall be entitled to one vote per action requiring such vote.

Section 2. <u>Proxy Votes</u>. No member shall vote by proxy.

Section 3. <u>Abstentions</u>. Members may register their abstention on any vote which shall be reflected in the minutes and, members are encouraged to abstain on matters which pose for them a conflict of interest.

Section 4. <u>Determination of Actions</u>. All final actions, committee positions, or policy recommendations shall require the favorable vote of a majority of those Board / committee members present at a duly called meeting. Any member at a meeting of the Fire Commission at which action on any Board matter is taken, shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

ARTICLE V
MEMBERS / OFFICERS / COMMITTEES

Section 1. <u>Orientation</u>. Appointees to any County Advisory Board shall undergo an orientation by the County Manager or his designee.

Section 2. <u>Number of Members</u>. The Fire Commission shall consist of as many members as deemed necessary by the BOC. Current membership consists of 7 members:

- Three (3) members who are subject matter experts (SMEs) in fire and emergency services) and will be selected by the BOC from those applicants to the Board using the current appointment policy / application process. Current Fire Chiefs of fire departments contracting with the County, shall not be appointed to any of these seats. SMEs shall reside in the unincorporated area of Granville County will serve in at-large seats from three geographical areas of Granville County as follows:
    - (1) Northern Region
    - (1) Central Region

    - (1) Southern Region

- Three (3) members who are citizens at-large. Citizens shall reside in the unincorporated area of Granville County and non-affiliated with the fire and emergency services. These citizens at-large are to represent three geographical areas of Granville County as follows:
    - (1) Northern Region
    - (1) Central Region
    - (1) Southern Region
- And the current President of the Granville County Firefighters Association.

One (1) member of the Granville County Board of Commissioners is to be appointed by the BOC as the liaison to the Fire Commission but will not vote on Fire Commission matters during Fire Commission meetings.

Section 3. Officers. The officers for the Fire Commission shall include a Chairman, Vice-Chairman and a Secretary.

- **Chairman**. The Chairman shall be the chief executive officer and shall preside at all meetings of the Commission, preserve order during its meetings, appoint all subcommittees and sign all minutes, and such records, vouchers, or other documents connected with the work of the Commission requiring such signature. The Chairman shall be selected annually by the members of the Fire Commission either by show-of-hands or ballot at the beginning of the 4^{th} quarter meeting. The current Chair shall continue to serve as such until the end of the calendar year unless otherwise determined by the Board.

- **Vice-Chairman.** The Vice-Chairman shall serve primarily to discharge the duties of the Chairman as required in his/her absence. The Vice-Chairman may also share any additional responsibilities assigned by the Chairman. Should the Chairman be removed from their position or unable to complete their responsibilities as such, it shall be the duty of the Vice-Chairman to immediately assume the role of Chairman until such time when the Fire Commission can vote for a new chairman. The Vice-Chairman shall be selected annually by the members of the Fire Commission either by show-of-hands or ballot at the beginning of the 4^{th} quarter meeting.

- **Secretary**. The Secretary shall have charge of all books, papers, records, and other documents of the Fire Commission; shall keep the minutes of all meetings of the

Commission; shall conduct all correspondence pertaining to the office of the Secretary; shall compile statistics and other data as may be required for the use of the members of the Commission and shall perform such other duties as may be directed by the Chairman. Unless otherwise noted the Secretary position will be filled by the current Administrative Assistant of OEMFS and would be non-voting.

Section 4. Election and Term of Office. See ARTICLE V Section 2 & 3 for election of members, position appointments, and/or the filling of vacancies. No County employee is to serve on a BOC appointed body unless that body requires specified staff representation. No person duly elected to public office is to be a voting member of the Fire Commission. County employees shall serve in an ex officio/advisory/non-voting capacity.

Section 5. Attendance Requirements. With the exception of declared medical reasons, any member of a BOC appointed body may be removed from office if he/she is absent from three (3) consecutive advisory board meetings, and/or has less than a 60% annual attendance record at fire commission meetings.

Section 6. Attendance Reports. Each BOC appointed body shall submit a monthly cumulative attendance report for the calendar year to the BOC Clerk within one (1) week of each meeting or related committee meeting. Appointed bodies shall submit written reports to the BOC Clerk from January through March outlining the next year's course of work. The BOC Clerk shall forward these reports to the County Manager for budget consideration. The BOC may schedule Work Session presentations if needed.

Section 7. Conflict of Interest. Prior to any appointment, each Commissioner shall determine and report to the full BOC if his/her appointee has a substantial material conflict of interest in the related appointed body or is serving on any other county appointed Board. If any member voting on any issue, were to feel there may be the appearance of a conflict of interest, that member should abstain from voting and contact the County Attorney's Office. His/her abstention shall be noted in the meeting minutes.

Section 8. Removal of Members. All members of the Fire Commission shall serve at the pleasure of the BOC and are subject to removal for any cause deemed acceptable to the BOC.

Section 9. Committees. To the extent needed, the Fire Commission may appoint from its members a committee(s), temporary or permanent, and designate the duties, powers, and authorities of such committees.

Section 10. <u>Member / Officer Changes</u>. All member and/or officer changes to the Fire Commission shall be reported to the BOC Clerk for appointment book changes.

ARTICLE VI
AMENDMENTS

These by-laws may be amended or replaced upon the affirmative vote of a majority of the Fire Commission members at any regular or special meeting of the Board, provided that any proposed changes have been circulated to all members a minimum of thirty (30) days prior to any action thereon. Any changes to the by-laws must be approved by the Granville County Board of Commissioners.

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 20, 2022
Title:	**County Attorney's Report**

PURPOSE:
Any matters as needed by the County Attorney.

ACTION TAKEN:

Granville County

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

To:	Board of Commissioners
From:	Debra Weary
Department:	Administration
Date:	June 20, 2022
Title:	**Presentations by County Board Members**

PURPOSE:
Board members will make comments.

- Commissioner Karan
- Commissioner Gooch
- Commissioner Jay
- Commissioner Smith
- Commissioner Hinman
- Commissioner May
- 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: June 20, 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:	Administration
Date:	June 20, 2022
Title:	**Closed Session as Allowed by G.S. 143-318.11(a)(3) - Attorney-Client Matter**

PURPOSE:
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.

ACTION TAKEN:

Granville County

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

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: June 20, 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: