

HARNETT COUNTY BOARD OF COMMISSIONERS

County Administration Building

420 McKinney Parkway

Lillington, North Carolina

Regular Meeting

November 4, 2019

9:00 am

1. Call to order – Chairman Gordon Springle
2. Pledge of Allegiance and Invocation – Commissioner Joe Miller
3. Consider additions and deletions to the published agenda
4. Consent Agenda
 - A. Minutes
 - B. Budget Amendments
 - C. Harnett County Tax Department is requesting approval of a list of late applications submitted. These applications meet all qualifications per General Statutes and are approved for the exemption/exclusion they are applying for, beyond being late.
 - D. Sheriff's Office is requesting approval to accept a Bloodhound donation valued at approximately \$1,000 from Tammy Bybee at "Just in case Bloodhounds" of 102 Cedar Bay Court, Coinjock, NC 27923.
 - E. 2019 Adoption Awareness Month and Day
 - F. Administration requests approval of the Public School Building Capital Fund North Carolina Education Lottery Application for the release of \$1,021,528 for debt services.
 - G. Harnett County Emergency Services requests approval of award of bid for Harnett County Emergency Services Debris Management and Removal Services to Southern Disaster Recovery (SDR). There are no initial funds required; the cost begins once the county activates this contract during a disaster event.
 - H. Harnett County Emergency Services requests approval to accept the grant award from the North Carolina Department of Public Safety Emergency Management Division for the 2019 Emergency Management Performance Grant (EMPG) in the amount of \$35,000.00. No county match/funds are requested.
 - I. Administration requests approval of a lease agreement with the Shawtown High School Alumni Association to occupy space within the building at 252 Irene Roberts Road, Lillington, on the former Shawtown School Campus. The term of the lease agreement is for 10 years at a cost of \$1 per year.
 - J. Administration requests approval of a lease agreement with the Johnston-Lee-Harnett Community Action to occupy space within the building at 252 Irene Roberts Road, Lillington, on the former Shawtown School Campus. The term of the lease agreement is for 10 years at a cost of \$1 per year.

5. Period of up to 30 minutes for informal comments allowing 3 minutes for each presentation
6. Appointments
7. Update on Veteran Services, Eric Truesdale, Director of Harnett County Veteran Services
8. County Manager's Report – Paula Stewart, County Manager
 - Harnett County Commission for Women and Youth's request for assistance with their Red Barn Community Free Thanksgiving Meal event.
9. New Business
10. Adjourn

Possible Add-on: Harnett Regional Water requests approval for the purchase of upgraded encrypted radios for their SCADA system from Custom Controls Unlimited in the amount of \$174,000.

HARNETT COUNTY BOARD OF COMMISSIONERS

Minutes of Regular Meeting

October 21, 2019

The Harnett County Board of Commissioners met in regular session on Monday, October 21, 2019, in the Commissioners Meeting Room, County Administration Building, 420 McKinney Parkway, Lillington, North Carolina.

Members present: Gordon Springle, Chairman
 Howard Penny, Vice Chairman
 Mark B. Johnson, Commissioner
 Barbara McKoy, Commissioner

Member absent: Joe Miller, Commissioner

Staff present: Paula Stewart, County Manager
 Dwight Snow, County Attorney
 Kimberly Honeycutt, Finance Officer
 Margaret Regina Wheeler, Clerk

Chairman Springle called the meeting to order at 6:00 pm. Commissioner Johnson led the Pledge of Allegiance and invocation.

Chairman Springle called for any additions or deletions to the published agenda. Mrs. Stewart requested to delete from the agenda the Harnett County Sheriffs Office's request for permission to accept a Governor's Highway Safety Grant with funding for 50% of the cost for one Deputy position. Mrs. Stewart also requested to add to the agenda for consideration Harnett County Cooperative Extension's request for approval to accept the 2019/2020 North Carolina Tobacco Trust Fund Commissioner Southern Pea Project Grant for \$32,500. Vice Chairman Penny moved to approve the agenda as amended. Commissioner Johnson seconded the motion that passed 4 - 0.

Commissioner McKoy moved to approve items on the consent agenda. Vice Chairman Penny seconded the motion, which passed 4 - 0.

1. Minutes: October 15, 2019 Work Session
 October 7, 2019 Regular Meeting
 October 1, 2019 Work Session
 August 27, 2019 Work Session
 August 13, 2019 Work Session
 May 14, 2019 Work Session

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2. Budget Amendments:

16 Detention Public Safety

Code	7504390 547010	Payment of Claims	750,000 increase
	7504390 350480	Service Charge Concessions	750,000 increase

59 Emergency Services

Code	1104411 529090	Emergency Supplies	1,000 increase
	1104411 330310	State	1,000 increase

108 Cooperative Extension CC&R

Code	1104995 502020	Salaries & Wages Part-time	3 decrease
	1104995 505010	FICA	1 decrease
	1104995 507030	Workman's Compensation	330 decrease
	1104995 507010	Unemployment Insurance	90 decrease
	1104995 526010	Materials & Supplies	1,548 decrease
	1104995 531010	Training/Mileage	1,575 decrease
	1104995 531020	Training/Meals	500 increase
	1104995 531030	Training/Lodging	1,000 increase
	1104995 548000	Dues & Subscription	510 decrease
	1104995 350430	Indirect Cost	67 decrease
	1104995 584000	Non Capital Asset Info Tech	1,350 increase
	1104995 330210	Federal Revenue -- CCR&R	1,274 decrease

142 Sheriff Public Safety

Code	2104590 598500	Sheriff's Capital Reserve	139,632 increase
	2103900 390990	Federal Asset Forfeiture Fund Balance	139,632 increase

143 Sheriff Capital Reserve

Code	5104310 555000	Capital Outlay Equipment	139,632 increase
	5103900 390982	Transfer from Special Revenue	139,632 increase

478 Veterans Service

Code	2504185 544000	M. Teachy	16,269 increase
	2504185 544000	G. Winderweedle	14,180 increase
	2504185 544000	G. Harrington	5,257 increase
	2504185 544000	E. Sperico	12,500 increase
	2504185 544000	M. Warren	7,800 increase
	2504185 519090	TBA Treatment Providers	13,914 increase
	2504185 526010	Materials & Supplies	843 increase
	2504185 539090	NCAOC Computer Cost	337 increase
	2504185 539090	Corrisoft	3,600 increase
	2504185 330210	SAMHSA Federal Grant	74,400 increase

260 CCCC

Code	1105920 602020	CCCC-Capital Outlay	160,000 increase
	1103900 390990	Fund Balance Appropriated	160,000 increase

481 Veterans Services

Code	2504185 519090	G Harrington	25,200 increase
	2504185 519090	G Winderweedle	56,400 increase
	2504185 519090	M Teachy	47,124 increase
	2504185 519090	Skip Green	6,000 increase
	2504185 531030	Lodging	1,080 increase
	2504185 531020	Meals	320 increase
	2504185 531010	Training-Mileage	41 increase
	2504185 531040	Training-Transportation	800 increase
	2504185 531050	NADCP Conference Fees	1,490 increase
	2504185 504010	Travel-Admin	184 increase
	2504185 526010	Materials & Supplies	3,081 increase
	2504185 523040	Drug Kits	8,280 increase
	2504185 330210	BJA Federal Grant	150,000 increase

Youth Services

Code	1105870 502020	Salaries & Wages – Part-time	2,013 decrease
	1105870 503030	401(k)	12 increase
	1105870 505010	FICA	154 decrease
	1105870 505050	State Retirement – General	727 decrease
	1105870 506010	Medical Insurance	20 increase
	1105870 506020	Dental Insurance	10 decrease
	1105870 506040	Life Insurance	20 decrease
	1105870 507010	Unemployment	10 decrease
	1105870 507030	Worker’s Compensation	65 decrease
	1105870 521030	Uniforms	100 decrease
	1105870 525010	Vehicle Supplies – Fuel	500 decrease
	1105870 528010	Athletic & Program Supplies	19 decrease
	1105870 531030	Training – Lodging	176 decrease
	1105870 547030	Indemnity Payment	2,296 decrease
	1105870 532030	Cellular Service	252 increase
	1105870 532050	Postage	252 decrease
	1105870 330310	State	5,000 decrease
	1105870 380890	Other Revenue	1,000 decrease
	1105870 390510	In Kind	58 decrease

611 Board of Education

Code	4705913 553000	Fuel Tank Removal	91,006 increase
	4705913 519040	Asbestos Testing	2,125 increase
	4705913 599000	Contingency	93,131 decrease

620 Board of Education

Code 5905910 555000	Capital Outlay Equipment	1,021,528 increase
5903900 390981	Transfer From – General Fund	1,021,528 increase

621 General Fund

Code 1109910 599000	Contingency	1,021,528 decrease
1109800 598500	Interfund Transfer – Capital Reserve	1,021,528 increase

843 Cooperative Extension

Code 1104995 502010	Salaries & Wages	4,301 decrease
1104995 502050	Longevity	695 decrease
1104995 507030	Worker's Compensation	591 decrease
1104995 507010	Unemployment	76 increase
1104995 505050	Retirement	1,084 decrease
1104995 506040	Life Insurance	61 decrease
1104995 506010	Group Insurance	875 decrease
1104995 505010	FICA	382 decrease
1104995 506020	Dental	38 decrease
1104995 503030	Supplemental Retirement	86 decrease
1104995 504010	Mileage	173 decrease
1104995 531010	Training – Mileage	273 increase
1104995 531030	Lodging	2,561 increase
1104995 531020	Meals	899 increase
1104995 531040	Training/Transport/Rental Car	2,192 increase
1104995 531050	Registration	2,725 increase
1104995 544095	Incentives	40 increase
1104995 330210	Adolescent Parenting Revenue Federal	480 increase

3. Tax rebates, refunds and releases
4. Harnett County Tax Department requested approval of Property Tax Exemption/Exclusion Late Applications. The Tax Department stated that these applications meet all qualifications per General Statutes and are approved for the exemption/exclusion they are applying for, beyond being late.
5. Harnett Regional Water requested approval of a new water purchase contract with the Town of Angier. Harnett Regional Water will continue to supply water to the Town of Angier as they have since 1977.
6. Harnett County Emergency Services requested approval of the Emergency Medical Services Medical Director contract between County of Harnett and Sean Samuel Ray, M.D. effective November 1, 2019. Dr. Ray replaces Erin M. Wirths, D.O., who resigned from this position.

7. Harnett County Emergency Services requested approval to accept the 2019 Tier II LEPC Grant in the amount of \$1,000 from the NC Department of Public Safety Emergency Management Division. No county matching funds are required and this is a reimbursable grant. Harnett County's Local Emergency Planning Committee will use these funds for the purposes of hazardous materials emergency response planning, training and exercises.
8. Harnett County Cooperative Extension requested approval to accept the Child Care Block Grant in the amount of \$28,661 from the Chatham County Partnership for Children to continue providing training and workshops for childcare providers across Harnett County. No county matching funds are required.

Chairman Springle opened the floor for informal comments by the public, allowing up to 3 minutes for each presentation up to 30 minutes.

- Sylvia McLean of 287 Bethea Road in Lillington addressed the Board on behalf of the Shawtown Community Concerned Citizens.

No appointments were made. Commissioners discussed the need to be able to vet applications prior to considering them for appointment.

Harnett County Cooperative Extension Director Tim Mathews presented Cooperative Extension's request for approval to accept the 2019/20 North Carolina Tobacco Trust Fund Commission Southern Pea Project Grant for \$32,500. Harnett County Cooperative Extension will use the funds to purchase two additional pea shellers to be used at multiple farms in 2020. Vice Chairman Penny moved to approve to accept the grant for \$32,500 as presented. Commissioner McKoy seconded the motion that passed 4 - 0.

Harnett County General Services Director Barry Blevins petitioned the Board for a public hearing to allow citizens an opportunity to comment on transportation needs and the proposed 5311 Community Transportation Program application to be submitted to the North Carolina Department of Transportation. The Section 5311 program intends to enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services and recreation. Section 5311 assists in the maintenance, development, improvement and use of public transportation systems in non-urbanized areas.

Mr. Blevins noted the public hearing is an annual requirement for these funds. The total estimated amount requested for FY2021 is \$285,696 for Administration and \$325,000 for Capital (Vehicles & Other) totaling \$610,696 and requiring \$75,356 in matching funds. Mr. Blevins said they are anticipate purchasing five new vehicles in the following year, four with wheel chair lifts and one minivan.

Chairman Springle called to order a public hearing on the matter and opened the meeting for comments from the public. Seeing no one move Chairman Springle closed the public hearing. Commissioner McKoy moved to approve the application and resolution to apply for the FY2021 funding and \$75,356 in matching funds. Commissioner Johnson seconded the motion that passed 4 - 0.

Coley Price, Assistant County Manager, petitioned the Board for a public hearing concerning a proposed agreement to extend economic incentives to Pallet Consultants of North Carolina, Inc., a North Carolina Corporation which intends to lease, upfit and reuse the industrial building located at 2 Dinan Road, Dunn, Harnett County, NC 28334, in order to establish and operate a pallet manufacturing facility. Mr. Price explained the proposed economic incentive package would include five annual incentive grants to be paid to PCNC from any available fund sources of the County, which will be calculated to be in amounts equal to a portion of the property taxes to be paid by PCNC, assuring a positive return on investment for the County. This facility project site with machinery and equipment will include a capital investment of approximately \$3.7 million. During the five (5) year incentive period, fifty (50) full time jobs with an average annual wage of \$38,360.00 will be created as a result of the operation of this manufacturing facility.

Chairman Springle called to order a public hearing on the matter and opened the meeting for comments from the public. Seeing no one move Chairman Springle closed the public hearing. Vice Chairman Penny moved to approve a Resolution to Enter Into An Incentive Agreement With Pallet Consultants of North Carolina, Inc. Commissioner Johnson seconded the motion that passed 4 - 0. **(Attachment 1)**

Mrs. Stewart presented the following reports:

- Harnett County Veterans Services Activities Report – September 2019
- Harnett County Public Health Activities Summary – September 2019
- Interdepartmental Budget Amendments

Mrs. Stewart noted, at the direction of the Board, staff mailed 8 ounces of Harnett County native soil to the North Carolina National Guard Museum to be placed in the footings of the WWI monument site in France and at the State Capitol She also announced that JCPC would receive additional funding. Commissioners previously adopted a Resolution Supporting Juvenile Crime Prevention Council Allocation Expansion.

Commissioners and staff wore pink in recognition of Breast Cancer Awareness Month. Mrs. Stewart shared information about the annual campaign and Harnett County's efforts to increase awareness about the disease, to educate all citizens about the risk factors, detection and treatment and our commitment to support breast cancer research.

There was no new business or need for closed session.

Vice Chairman Penny moved to adjourn the meeting at 6:17 pm. Commissioner Johnson seconded the motion that passed 4 - 0.

Gordon Springle, Chairman

Margaret Regina Wheeler, Clerk

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**NORTH CAROLINA
HARNETT COUNTY**

**RESOLUTION TO ENTER INTO AN
INCENTIVE AGREEMENT WITH
PALLET CONSULTANTS OF
NORTH CAROLINA, INC.**

THAT WHEREAS, the County of Harnett (“County”) has made economic development in Harnett County a major priority in an effort to recruit new industry and businesses to the County, to replace displaced industry previously located in the County, to retain and/or expand current industry located in the County, to provide local job opportunities for citizens of the County, and to increase the County tax base; and

WHEREAS, Pallet Consultants of North Carolina, Inc. (“PCNC”) is a North Carolina corporation with its principal office located at 810 NW 13th Ave., Pompano Beach, Florida 33069; that PCNC has decided to locate a pallet manufacturing facility (the “Facility”) which will be located at 2 Dinan Road, Dunn, NC 28334, with the intent to apply for the County’s economic development incentives. PCNC will enter into a long term lease of an approximate 4.01 acre real property tract upon which is located an approximate 41,920 square feet industrial building which will be renovated and upfitted by PCNC into its Facility which is projected to become operational no later than December 2019. In developing this Facility in Harnett County, PCNC plans to invest \$3,700,000 and create approximately 50 full-time jobs; and

WHEREAS, based upon PCNC’s location of its pallet manufacturing Facility in Harnett County, the establishment of a direct investment tax base, and the creation of 50 full-time jobs, the County is willing to appropriate certain economic incentives in the form of monetary grants to PCNC pursuant to the provisions of N.C. General Statutes §158-7.1 which allows counties to make

appropriations for the purpose of aiding and encouraging the location and/or expansion of manufacturing enterprises and industrial and commercial facilities in the County; and

WHEREAS, the County and PCNC have negotiated an economic development incentive package which includes incentives to be paid to PCNC in the form of a grant of a maximum eighty percent (80%) of County ad valorem taxes paid by PCNC over a 5 year period, which said incentive payments or portions thereof are dependent on PCNC's performance of various incentive conditions including the creation and maintenance of 50 full-time jobs that meet certain wage levels pursuant to a job creation 5 year schedule. That an instrument entitled "Pallet Consultants of North Carolina, Inc. and Harnett County, North Carolina Incentive Agreement" ("Incentive Agreement") which is attached to this Resolution as Exhibit A has been prepared for agreement between the parties to comply with the provisions of N.C. General Statutes §158-7.1; that pursuant to N.C. General Statutes §158-7.1(c) and a published Notice of Hearing, a public hearing was held on October 21, 2019 concerning the terms of the proposed Incentive Agreement; that subsequent to the close of said public hearing and after deliberations, it is the desire of the Harnett County Board of Commissioners to approve the appropriation of this Incentive Agreement with PCNC subject to those terms contained within said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Harnett County Board of Commissioners that the Incentive Agreement attached hereto as Exhibit A between the County and PCNC is hereby approved, and that the proper officials of the County are hereby authorized to enter into the Incentive Agreement with PCNC.

This the 21st day of October, 2019.



ATTEST:

Margaret Regina Wheeler
Margaret Regina Wheeler, Clerk

COUNTY OF HARNETT

By: *Gordon Springle*
Gordon Springle, Chairman
Harnett County Board of Commissioners

EXHIBIT A

PALLET CONSULTANTS OF NORTH CAROLINA, INC.

and

HARNETT COUNTY, NORTH CAROLINA

INCENTIVE AGREEMENT

Dated as of October ____, 2019

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT is dated as of October ____, 2019 (as supplemented or amended, the "Agreement"), and is between **PALLET CONSULTANTS OF NORTH CAROLINA, INC.**, a North Carolina Corporation ("PCNC") and **HARNETT COUNTY, NORTH CAROLINA**, a public body politic and a political subdivision of the State of North Carolina (the "County"), with each being referred to as a "Party", and both being referred to cumulatively as the "Parties".

RECITALS:

The purpose of this Agreement is to describe certain incentives to be provided by the County to PCNC in connection with the PCNC's location of a manufacturing facility in the County.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I **DEFINITIONS; RULES OF CONSTRUCTION**

1.01. Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Abandonment of Operations" means that for a period in excess of two (2) weeks PCNC's level of Full Time Employees or Direct Investment goes below twenty percent (20%) of the guaranteed minimum levels of Performance Commitments for Full Time Employees or projected amounts of Direct Investment.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State are required by law to be closed.

"Change in Use" means any reduction in or diversion of use of the Facility which would not provide the guaranteed Performance Commitments of Full Time Employees, as set forth in Article II which are less than an Abandonment of Operations.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties.

"Direct Investments" means the original tax value of all building improvements and machinery and equipment placed by PCNC on the ad valorem tax rolls, regardless of the funding sources for said property.

"Facility" means the manufacturing facility intended to be leased, renovated and occupied by PCNC on the site, as more particularly described in Exhibit A.

The number of "Full Time Employees" means the number of employees hired who will be paid on the basis of forty (40) hours per week or two thousand eighty hours (2080) per year, who are paid average wages of thirty eight thousand three hundred and sixty dollars (\$38,360) per year, or eighteen dollars and forty four cents (\$18.44) per hour, and who are provided health insurance coverage by PCNC with PCNC paying at least fifty percent (50%) of the premiums for such coverage.

"Incentives" means the various incentive payments from all sources referred to in this Agreement to PCNC.

"Performance Commitments" means the levels of Full Time Employees to be hired by PCNC in relation to PCNC's operations in the Facility pursuant to Article II of this Agreement.

"State" means the State of North Carolina.

1.02 Rules of Construction. Unless the context otherwise indicates:

- (a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;
- (b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;
- (c) All references to officers are references to County officers; and
- (d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

ARTICLE II

PCNC'S PERFORMANCE COMMITMENTS

In return for the Incentives set forth herein, which are a competitive necessity for PCNC to choose to locate its Facility in the County, PCNC commits to certain Performance Commitments related to jobs created and incrementally increased taxes in the County. For the County to provide incentives to support the location of the Facility in the County there must be a competitive offer from another potential location for this Facility, and but for the provision of the incentives contemplated by this Agreement, PCNC would not locate its Facility in the County. Previous to the execution of this Agreement, PCNC has provided to the County evidence of a competitive alternative location for this Facility, which is satisfactory in the County's discretion.

The Parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that PCNC will meet or exceed these Performance Commitments.

Specifically, PCNC agrees to meet or exceed the following Performance Commitments:

- (a) PCNC will create and maintain in the Facility for the term of this Agreement, jobs for at least fifty (50) Full Time Employees, with this number of jobs being created in the following amounts no later than December 31 of each of the following years:

2020	29
2021	17
2022	0
2023	4
2024	0

Total Full time Employees 50

- (b) PCNC agrees that the average wage level of all Full Time Employees in the Facility shall be no less than eighteen dollars and forty-four cents (\$18.44) per hour. Benefits will be provided which will include, but not be limited to, PCNC providing health insurance coverage for its employees, with PCNC paying at least fifty (50%) of the cost for such coverage.
- (c) PCNC is expected to make and maintain initial Direct Investments in building leasehold renovations or construction and personal property equal to approximately three million seven hundred thousand dollars (\$3,700,000), and the taxable property resulting from these Direct Investments as purchased and located at the Facility site on a phased basis shall remain in the County subject to ad valorem tax assessments for the remaining full term of this Agreement. Direct Investments shall not include the current property tax valuations of the land and building in which the Facility will be located as those valuations are shown on the property tax records of the County as of the date of the date of this Agreement which is three hundred forty one thousand eight hundred and ninety dollars (\$341,890). It is understood that Direct Investments will be made over a period of time on a phased basis from the date of this Agreement through December 31, 2024. PCNC's failure to make this anticipated level of Direct Investments, will not constitute a default under this Agreement, but the amounts of annual incentive grants will be affected based on the formula set forth in Section 3.01 of this Agreement.

Confirmations of PCNC's attainment as to Performance Commitments shall be as follows. The amount of Direct Investments shall be the amount of the tax value for the Facility real property leased by PCNC over the initial value of \$341,890.00 and for all property owned by PCNC in the County as shown on the Business Real and Personal Property Tax Listings, for each year that new investments are made. The number of Full Time Employees and average wage level shall be determined by the data shown on filings of fourth quarter NCUI Form 101 with the N.C. Employment Security Commission as to unemployment compensation taxes. The County may in its discretion require other documentation to verify the attainment of these Performance Commitments.

ARTICLE III

CASH INCENTIVES

3.01 Economic Development Incentive Grants. The County commits to pay to PCNC grants in the future pursuant to its Economic Development Incentive Grant program. These future grants are estimated be in the total cumulative amount of seventy six thousand five hundred thirty four dollars (\$76,534), based on current projections by PCNC of Direct Investments and Full Time Employees. But the total cumulative amount may vary if there is a Change in Use or Abandonment of Operations.

The County shall pay to PCNC five annual installments of Incentives. The amount of each annual installment of Incentives shall be calculated as eighty percent (80%) of property taxes paid by PCNC attributable to its Direct Investments, unless such amount is reduced by a Change in Use attributable to a short fall in Full Time Employees, as set forth in Section 3.02 below. The above calculation of annual installments of Incentives is used for convenience and to assure that the County realizes a positive return on its investment in and inducement of this project, and does not represent a refund of property taxes paid. The first annual installment of Incentives shall be paid in 2021 for PCNC's attainment of Performance Commitment as of December 31, 2020 for Full Time Employees and the amount as of January 1, 2021 for Direct Investments. Future annual installments of Incentives shall be paid in each of the next four (4) years.

For each year when an annual incentive grant is to be paid for the previous year, PCNC will provide to the County no later than March 31 of that year a letter stating how many employees were on the payroll of PCNC and the amount of capital investments made by PCNC in improvements to the Facility and in personal property as of December 31 of the prior year. That letter will have as an attachment the NCUI Form 101 which was filed by PCNC for the fourth quarter of the previous year. Each annual installment of Incentives will be paid within thirty (30) days after PCNC has paid its property taxes for each grant year.

3.02 Reduction in Amounts of Grants. If a Change in Use occurs in any year of the term of this Agreement during which Incentives are being paid pursuant to Section 3.01 above whereby the number of Full Time Employees for the prior year (if applicable for that year) is less than the Performance Commitments, any annual installments of Incentives pursuant to Section 3.01 which are payable in that year shall be reduced. The amount of reduction of annual

installments of Incentives grant shall be calculated as the same percentage by which there is a shortfall in Full Time Employees. For example, at the end of 2020, if PCNC is ten percent (10%) short in the number of Full Time Employees, then the amount of the annual installment of the Incentives grant for 2021 shall be reduced by ten percent (10%).

3.03 Abandonment of Operations. If in any year of the term of this Agreement PCNC has an Abandonment of Operations, the County shall have no further obligation to pay annual installments of Incentives for any year following an Abandonment of Operations.

3.04 Source of Funds. The Parties agree that the Incentives payments to be made by the County pursuant to this Article III may be paid from any fund source of the County's choosing which is not restricted as to the use of those funds.

ARTICLE IV

CONSTRUCTION OF FACILITY

The Parties agree that construction of renovations to the Facility shall be solely PCNC's responsibility. PCNC shall cause the construction to be carried on in accordance with all applicable State and local laws and regulations. PCNC shall insure (1) that the Facility does not encroach upon nor overhang any easement or right-of-way and (2) that the Facility, when erected, will be wholly within any applicable building restriction lines, however established, and will not violate applicable use of other restrictions contained in prior conveyances or applicable protective covenants or restrictions. PCNC shall cause all utility lines, and streets serving the Facility, which are located within the metes and bounds of the site on which the Facility is located, to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction.

PCNC shall pay all taxes and all charges for utility services furnished to or used on or in connection with the Facility.

PCNC shall bear all risk of loss to and condemnation of the Facility.

PCNC shall observe and comply promptly with all current and future orders of all courts and regulatory bodies having jurisdiction over the Facility or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies writing policies covering the Facility or any portion thereof.

ARTICLE V

INDEMNIFICATION

PCNC hereby agrees to indemnify, protect and save the County and its officers, directors and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Facility or the transactions contemplated by or

relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of PCNC and not the County. The indemnification arising under this Article shall survive the Agreement's termination.

ARTICLE VI

TERMINATION OF AGREEMENT

PCNC shall have the option of terminating this Agreement upon failure of the County, to make incentive payments, as provided for in Article III of this Agreement.

The County shall have the option of terminating this Agreement upon an Abandonment of Operations by PCNC, which option shall be executed by giving written notice to PCNC.

In any event, the above terms notwithstanding, this Agreement shall terminate at the end term of this Agreement, which is defined as the period of time from the date of this Agreement until the last annual installment of Incentives is paid pursuant to Section 3.01 of this Agreement.

ARTICLE VII

ADJUSTMENTS OF PERFORMANCE TARGETS

The Parties to this Agreement agree that if PCNC determines in the future that it can significantly exceed the Performance Commitments of Direct Investment or of Full Time Employees, but will need less than the Performance Commitments of the other measure, all parties will negotiate in good faith to amend the agreed upon Performance Commitments and formulations for reductions set forth in Article III of this Agreement.

ARTICLE VIII

TEMPORARY REDUCTIONS IN PERFORMANCE COMMITMENTS

Notwithstanding anything herein to the contrary, if PCNC shall be prevented or delayed from fulfilling, or continuing to fulfill, either or both of the Performance Commitments as set forth in herein, by reason of a:

- (a) Government moratorium;
- (b) Delay in obtaining any governmental or quasi-governmental approvals, permits or certificates, despite reasonable efforts by PCNC to obtain same;
- (c) Enemy or hostile governmental or terrorist action;

- (d) Act of God, including but not limited to hurricane, tornado, snowstorm, windstorm, earthquake or flood, fire or other extreme weather conditions or other casualty;
- (e) Strike, lockout or a labor dispute involving entities other than PCNC which causes PCNC an inability to obtain labor or materials;
- (f) Delay in funding from any state or local government incentive to or for the benefit of PCNC; or;
- (g) Any other event, other than normal business exigencies, which is beyond the reasonable control of PCNC.

then the Performance Commitments for the year(s) in which such event occurred shall be equitably reduced to reflect the effect of such event.

The Parties shall negotiate in good faith to make an equitable reduction in the Performance Commitments for an affected year(s). However, if the Parties cannot in good faith reach an agreement as to such adjustment, the Parties agree to submit this issue to binding arbitration on an expedited basis.

ARTICLE IX

ASSIGNMENTS

No Party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of the due Party. Provided, however, that this Agreement may be assigned by PCNC to a wholly owned subsidiary of PCNC, without the consent of the County, provided that PCNC will guarantee the performance by the Subsidiary of the obligations due under this Agreement.

ARTICLE X

LIMITED OBLIGATION OF COUNTY

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE COUNTY'S SOLE DISCRETION FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT

SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE SHALL TAKE PRIORITY.

ARTICLE XI

MISCELLANEOUS

11.01 Governing Law. The Parties intend that this Agreement shall be governed by the law of the State of North Carolina.

11.02 Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, and addressed as follows:

- (1) If to the County, to:
County Manager
Harnett County Government
420 McKinney Pkwy.
P.O. Box 759
Lillington, NC 27546

- (2) If to PCNC, to:
Kevin Gutierrez
Pallet Consultants of North Carolina, Inc.
810 NW 13th Ave.
Pompano Beach, FL 33069

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to the other.

11.03 Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

11.04. Severability. If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

11.05. Entire Agreement; Amendments. This Agreement, including Exhibit A, which is incorporated herein and made a part hereof, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

11.06. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

11.07. Time. Time is of the essence in this Agreement and each and all of its provisions.

11.08. Liability of Officers and Agents. No officer, agent or employee of the County or PCNC shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

11.09. Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**HARNETT COUNTY,
NORTH CAROLINA**

By: _____
Gordon Springle, Chairman
Harnett County Board of Commissioners

ATTEST:

Margaret Regina Wheeler, Clerk

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

Kimberly Honeycutt
Finance Officer
Harnett County, North Carolina

**PALLET CONSULTANTS OF
NORTH CAROLINA, INC.**

By: _____
Gustavo Gutierrez, President

[SEAL]

EXHIBITS:

A - Facility description

EXHIBIT A

FACILITY DESCRIPTION

The Facility is a current industrial building located at 2 Dinan Road, Dunn, NC 28334 which stands on a real property tract composed of 4.01 acres (County Parcel ID No. 0215160001). The building was initially constructed in 1979 and has approximately 41,920 square feet. The property has been purchased and is currently owned by 2 Dunn Realty, LLC, a North Carolina Limited Liability Company, pursuant to deeds recorded in Book 3734, Pages 961 and 964, Harnett County Registry.

PCNC plans to enter into a long-term lease agreement with 2 Dunn Realty, LLC on the above described real property. PCNC intends to conduct renovations on the building in order to establish a pallet manufacturing facility. 2 Dunn Realty, LLC and PCNC anticipate a capital investment of approximately \$3.7 million for site purchase, site renovations and the installation of manufacturing machinery, equipment, and fixtures. During the 5year incentive period, 50 full time jobs with an average annual wage of \$38,360.00 will be created as a result of the operation of this manufacturing facility.

Journal # 3

**COUNTY OF HARNETT
BUDGET ORDINANCE AMENDMENT**

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending **June 30, 2020**.

Section 1. To amend the Health Department General Fund, the appropriations are to be changed as follows:

EXPENDITURE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105110	502010					Salaries	\$6,970	
1105110	503030					401k	\$140	
1105110	505010					FICA	\$534	
1105110	505050					Retirement	\$628	
1105110	506010					Medical Insurance	\$1,216	
1105110	506020					Dental Insurance	\$44	
1105110	507010					Unemployment	\$35	
1105110	507030					Worker's Compensation	\$25	
1105110	507050					Clinic	\$23	
1105110	507070					OPEB	\$15	
1105110	523040					Medical Supplies	\$3,355	
1105110	526010					Office Supplies	\$275	
1105110	532050					Postage	\$213	
1105110	537010					Advertising	\$6,262	
1105110	544095					Incentives	\$4,326	

REVENUE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105110	330210					Federal-Family Planning	\$24,061	

EXPLANATION:

To budget additional State funds received for the Family Planning program.

APPROVALS:

 Dept Head (date) *10/16/19*


 Finance Officer (date) *10-23-19*


 County Manager (date) *10-24-19*

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of _____, 20____.

 Margaret Regina Wheeler,
 Clerk to the Board

 Gordon Springle, Chairman
 Board of Commissioners

Journal #7

**COUNTY OF HARNETT
BUDGET ORDINANCE AMENDMENT**

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending **June 30, 2020**.

Section 1. To amend the General Fund, Aging, the appropriations are to be changed as follows:

EXPENDITURE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105160	528010	CARE				Athletic & Program Supplies	\$500	
1105160								

REVENUE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105160	380840	CARE				Donations	\$500	

EXPLANATION:

To budget additional donations anticipated to receive.

APPROVALS:

9/2/19
Dept Head (date)

Kimberly Winstanley
Finance Officer (date)
10-17-19

Alvin A. ...
County Manager (date)
10-17-19

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of _____, 20____.

Margoret Regina Wheeler,
Clerk to the Board

Gordon Springle, Chairman
Board of Commissioners

Journal # 115

COUNTY OF HARNETT
BUDGET ORDINANCE AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the Health Department General Fund, the appropriations are to be changed as follows:

EXPENDITURE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105110	522010					Food & Provisions	\$178	
1105110	544095					Incentives	\$172	

REVENUE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105110	380840					Donations-Pink Ribbon	\$350	

EXPLANATION:

To budget additional funds received for the Pink Ribbon Breakfast.

APPROVALS:

9/2/19
Dept Head (date)

10-17-19
Finance Officer (date)

10-17-19
County Manager (date)

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of _____, 20__

Margaret Regina Wheeler,
Clerk to the Board

Gordon Springle, Chairman
Board of Commissioners

Journal #314

**COUNTY OF HARNETT
BUDGET ORDINANCE AMENDMENT**

BE IT ORDAINED by the Governing Board of the County of Harnett, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending **June 30, 2020**.

Section 1. To amend the General Fund, Aging, the appropriations are to be changed as follows:

EXPENDITURE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105160	504010	SHIP				Expense Allowance	\$100	
1105160	532050	SHIP				Postage	\$100	
1105160	526010	SHIP				Office Supplies	\$1,248	

REVENUE						AMOUNT		
ORG	OBJECT	PROJECT	TASK	SUB-TASK	JOB	DESCRIPTION OF CODE	INCREASE	DECREASE
1105160	330210	SHIP				Federal-SHIP Funds	\$1,448	

EXPLANATION:

To budget additional SHIP funds received.

APPROVALS:

9/2/19
Dept Head (date)

Kimberly D. Jones
Finance Officer (date)
10-17-19

Rene Stewart
County Manager (date)
10-17-19

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this _____ day of _____, 20__.

Margaret Regina Wheeler,
Clerk to the Board

Gordon Springle, Chairman
Board of Commissioners

Board Meeting Agenda Item

MEETING DATE: **November 4, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Property Tax Exclusion Late Applications**

REQUESTED BY: **Tax Department**

REQUEST:

The Tax Department is requesting approval of the attached list of application submitted after their deadline. These applications meet all qualifications per General Statutes and are approved for the exemption/exclusion they are applying for, beyond being late.

According to General Statute 105-282.1 (a1) Late Application. - Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

FINANCE OFFICER’S RECOMMENDATION:

COUNTY MANAGER’S RECOMMENDATION:

Property Tax Relief/Exemption Application Appeals

<u>APPELLANT OWNER</u>	<u>REASON FOR APPEAL</u>	<u>TYPE</u>
ABSHIRE, HAROLD	LATE APPLICATION	DV
JONES, GWENDOLYN	LATE APPLICATION	ELD
CONCEPCION, ALVIN	LATE APPLICATION	DV
WRIGHT, JULIA	LATE APPLICATION	DV
LOVETT, ROLANDA	LATE APPLICATION	DV
BRYANT, GENEVIEVE	LATE APPLICATION	ELD
GILBERT, MELISSA	LATE APPLICATION	DIS
BALLARD, BONNY	LATE APPLICATION	ELD

**Board Meeting
Agenda Item**

MEETING DATE: **November 4, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Donation of Bloodhound**

REQUESTED BY: **Sheriff Wayne Coats**

REQUEST:

Sheriff Coats is requesting approval to accept a Bloodhound donation valued at approximately \$1000.00 from Tammy Bybee at "Just in case Bloodhounds" of 102 Cedar Bay Court, Coinjock, NC 27923

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:



2019 Adoption Awareness Month and Day

WHEREAS, Harnett County families are encouraged to share their hearts and homes with youth ages nine and older waiting to be adopted; and

WHEREAS, every child deserves the opportunity to grow up in a loving, stable family and adoption is one way to build a family; and

WHEREAS, caring adults can make all the difference in the lives of young people, sibling groups, children with special needs, and teenagers; and

WHEREAS, the Harnett County Department of Social Services has worked diligently with the State of North Carolina to place foster children in adoptive homes; and

WHEREAS, in 2018, 12 children in Harnett County were adopted from foster care; and

WHEREAS, NC Kids Adoption and Foster Care Network, within the North Carolina Department of Health and Human Services, Division of Social Services, recruits approved adoptive families with the hope of placing current children in foster care who are awaiting adoption; and

WHEREAS, Harnett County joins the State of North Carolina in spreading awareness on behalf of the hundreds of children in foster care in North Carolina who continue to wait for a loving permanent family.

NOW THEREFORE, we, the Harnett County Board of Commissioners, do hereby proclaim November 2019 as "ADOPTION AWARENESS MONTH" and November 23, 2019, as "ADOPTION AWARENESS DAY" in Harnett County, and commend its observance to all citizens.

Adopted this 4th day of November 2019.

HARNETT COUNTY BOARD OF COMMISSIONERS

C. Gordon Springle, Chairman

Howard L. Penny Jr, Vice-Chairman

Barbara McKoy

Joe Miller

Mark B. Johnson

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Harnett

Contact Person: Dr. Aaron Fleming

LEA: 043

Title: Superintendent

Address: 1008 S 11th Street, Lillington 27546

Phone: (910) 893-8151

Project Title: Debt Service

Location: Overhills Elem, Coats Elem. Gym, Overhills HS and Lillington/Shawtown Elementary

Type of Facility: Schools and gym construction

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Retire a portion of debt for the COPS 2015(2007) schools/gym and the COPS 2011(2002) Refunding for Overhills HS/Lillington Shawtown Elementary

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		3,802,276.00
TOTAL	_____	\$	3,802,276.00

Estimated Project Beginning Date: _____ Est. Project Completion Date: _____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,021,528.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)

Don R. [Signature] 10-25-11
(Signature — Chair, Board of Education) (Date)

Board Meeting Agenda Item

MEETING DATE: **October 21, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Award of Bid for Harnett County Emergency Services Debris Management and Removal Services during a disaster event.**

REQUESTED BY: **Larry Smith, Emergency Services Director**

REQUEST:

This is a formal request for the Board to approve an award of bid for Harnett County Emergency Services Debris Management and Removal Services to Southern Disaster Recovery (SDR).

Our recommendation is based on their years of experience in the industry, their ability to work multiple disasters simultaneously, and their resource inventory which allows them to handle large disasters. Their proposal included a large percentage of local contract hire to assist in the debris removal process. Throughout the years they have been awarded local and federal debris removal contracts with very positive ratings from their customers. The support staff of SDR are seasoned veterans and this would also help us in the reimbursement process.

There are no initial funds required.

The cost begins once the county activates this contract during a disaster event.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

BID SCORING							
CRITERIA	EVALUATION POINTS VALUE	TCT	DRC	CROWDER GULF	SDR	OMNI	TFR
Capacity For Mobilization	10	7	7	10	9	8	7
Financial Stability, Size of Firm	15	10	15	15	15	13	13
Training/Experience/equipment/personnel and assets	15	10	12	15	15	12	12
Expertise in FEMA Reimbursement Process	10	5	6	8	9	6	10
Past Performance	15	12	13	15	15	13	13
Reasonableness of Cost	20	18	10	18	20	18	9
POINTS SCORE		62	63	81	83	70	64

Debris Management Bid Comparison 9/19

ITEM #	DESCRIPTION	UNIT	TCT	DRC	CROWDER GULF	SDR	OMNI	TFR	Lowest Cost per category
1	Mobilization & Demobilization	Lump Sum							
2	C&D Debris Removal from public right of way and hauling to debris sight								
	0-15.9 miles	Cubic Yd	\$6.95	\$8.65	\$8.00	\$7.70	\$9.00	\$6.15	
	16-30.9 miles	Cubic Yd	\$7.20	\$8.65	\$8.50	\$7.50	\$10.00	\$7.95	
	31-60 miles	Cubic Yd	\$7.70	\$8.65	\$9.00	\$7.50	\$12.00	\$8.95	
3	Vegetative Debris Removal from public right of way and hauling to Debris management site								
	0-15.9 miles	Cubic YD	\$6.70	\$7.15	\$8.00	\$6.90	\$9.00	\$6.15	
	16-30.9 miles	Cubic YD	\$6.95	\$7.15	\$8.50	\$7.25	\$10.00	\$7.95	
	31-60 miles	Cubic YD	\$7.45	\$7.15	\$9.00	\$7.25	\$12.00	\$8.95	
4	C&D Direct Haul to final disposal site from public property right of way (non DMS option)								
	0-15.9 miles	Cubic YD	\$7.20	\$8.65	\$9.80	\$7.20	\$9.00	\$7.50	
	16-30.9 miles	Cubic YD	\$7.70	\$9.65	\$10.20	\$7.50	\$10.00	\$9.50	

Debris Management Bid Comparison 9/19

	31-60 miles	Cubic YD	\$7.95	\$10.65	\$11.20	\$7.50	\$12.00	\$11.50	
5	Stumps greater than 24 inch diameter - Direct Haul to Final Disposal site from public property right of way (stump volume shall be calculated using FEMA approved conversion table)								
	0-15.9 miles	Cubic YD	\$9.00	\$8.65	\$16.00	\$6.90	\$9.00	\$10.75	
	16-30.9 miles	Cubic YD	\$9.50	\$9.65	\$16.00	\$7.25	\$10.00	\$12.75	
	31-60 miles	Cubic YD	\$10.00	\$10.65	\$16.00	\$7.25	\$12.00	\$15.75	
6	Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option)								
	0-15.9 miles	Cubic YD	\$6.95	\$7.15	\$9.80	\$6.90	\$9.00	\$7.50	
	16-30.9 miles	Cubic YD	\$7.20	\$8.15	\$10.20	\$7.25	\$10.00	\$9.50	
	31-60 miles	Cubic YD	\$7.70	\$9.15	\$11.20	\$7.25	\$12.00	\$10.50	

Debris Management Bid Comparison 9/19

7	Disaster deposited silt, mud or sand, hauled from the designated site to DMS or final disposal site								
	0-15.9 miles	Cubic YD	\$7.95	\$12.50	\$18.00	\$13.00	\$9.00	\$10.50	
	16-30.9 miles	Cubic YD	\$8.45	\$13.50	\$19.00	\$18.00	\$10.00	\$15.50	
	31-60 miles	Cubic YD	\$8.95	\$14.50	\$20.00	\$20.00	\$12.00	\$16.50	
8	Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to final disposal site								
	0-15.9 miles	Cubic YD	\$3.40	\$4.95	\$3.00	\$3.90	\$3.00	\$4.15	
	16-30.9 miles	Cubic YD	\$3.65	\$5.95	\$5.45	\$4.50	\$4.00	\$5.15	
	31-60.9 miles	Cubic YD	\$3.95	\$7.45	\$7.15	\$6.00	\$5.00	\$6.15	
	61-119.9 miles	Cubic YD	\$4.45	\$10.45	\$10.90	\$9.00	\$6.00	\$7.15	
	120-150 miles	Cubic YD	\$4.95	\$13.45	\$15.00	\$14.00	\$7.00	\$8.15	
9	Cutting of standing tree determined by Owner to be hazardous (Cutting only)								
	6 - 11.99 inch diameter	Tree	\$74.00	\$40.00	\$40.00	\$65.00	\$75.00	\$150.00	
	12 -23.99 inch diameter	Tree	\$134.00	\$80.00	\$80.00	\$190.00	\$85.00	\$270.00	

Debris Management Bid Comparison 9/19

	24 - 35.99 inch diameter	Tree	\$194.00	\$150.00	\$140.00	\$300.00	\$99.00	\$390.00	
	36 - 47.99 inch diameter	Tree	\$264.00	\$250.00	\$190.00	\$450.00	\$105.00	\$590.00	
	48 inch diameter and greater	Tree	\$324.00	\$350.00	\$260.00	\$575.00	\$125.00	\$690.00	
10	Cutting and/or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" to be eligible)(cutting only).								
	1 to 2 limbs	Tree	\$74.00	\$80.00	\$90.00	\$65.00	\$75.00	\$145.00	
	3 to 4 limbs	Tree	\$74.00	\$80.00	\$90.00	\$75.00	\$85.00	\$145.00	
	5 or more limbs	Tree	\$74.00	\$80.00	\$90.00	\$90.00	\$95.00	\$145.00	
11	Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	Tree	\$1.00	\$25.00	\$90.00	\$95.00	\$105.00	\$250.00	
12	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only, for hauling purposes, stumps will be converted to cubic yard measurement and haul under vegetative rate								
	>24 - 35.99 inch diameter	each	\$125.00	\$175.00	\$200.00	\$140.00	\$250.00	\$200.00	
	>36 - 48 inch diameter	each	\$195.00	\$295.00	\$250.00	\$315.00	\$350.00	\$350.00	
	> 48 inch diameter	each	\$225.00	\$425.00	\$300.00	\$475.00	\$450.00	\$450.00	

Debris Management Bid Comparison 9/19

13	Backfilling of stump root ball holes with suitable soil material	each							
14	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	each	\$45.00	\$75.00	\$75.00	\$30.00	\$75.00	\$25.00	
15	Staging collection and hauling to owner designated solid waste facility of Refrigerator contents and Spoiled food	ton	\$100.00	\$750.00	\$200.00	\$75.00	\$100.00	\$195.00	
16	Comprehensive Management of DMS and material handling. Includes, loading of debris, sorting, segregation, preparation for re-haul and special equipment for handling materials. Includes roadway construction at site, traffic control and inspection tower construction as needed.	Per Cubic YD	\$1.00	\$1.45	\$1.45	\$2.00	\$3.00	\$2.00	

Debris Management Bid Comparison 9/19

17	Reduction of DMS Materials by Grinding	Per Cubic YD	\$2.40	\$2.75	\$2.95	\$2.95	\$3.00	\$1.50	
18	Reduction of DMS Materials by Incineration	Per Cubic YD	\$2.20	\$1.85	\$2.00	\$2.35	\$3.00	\$1.00	
19	DMS preparation and reclamation. Include constructions of roadway at site, traffic control and inspection tower(s) as needed and maintenance throughout life of project. Close-out work includes reclamation and restoration by removal of constructions.	Per Site Per Month							
20	Load and Haul of storm deposited soils (silt, sand or mud)	Per Cubic YD	\$7.95	\$14.50	\$18.00	\$13.00	\$17.00	\$15.00	
21	Clearing debris from ditches and drainage canals								
	1 foot to 10 feet (average width)	Per linear Ft	\$40.00	\$9.00	\$14.00	\$5.50	\$8.00	\$18.00	
	10.1 to 20 feet (average width)	Per linear Ft	\$53.00	\$15.00	\$18.00	\$8.50	\$10.00	\$23.00	
	20.1 to 35 feet (average width)	Per linear Ft	\$59.00	\$25.00	\$24.00	\$9.75	\$12.00	\$29.00	

Debris Management Bid Comparison 9/19

	Greater than 35 feet (average width)	Per linear Ft	\$66.00	\$35.00	\$34.00	\$11.50	\$15.00	\$31.00	
22	Collection, hauling, and final disposal of dead animal carcasses.	Per lb	\$3.00	\$1.50	\$1.00	\$2.00	\$3.00	\$1.00	
		TOTAL	2,373.45	3173.45	2415.3	3114.6	2359	4331.1	
	Ranking Debris Handling		2	5	3	4	1	6	
	TOTAL INCLUDING EQUIPMENT COST		9138.45	12,158.43	9,297.30	8654.6	9014	13,391.10	
	Overall Ranking on Costs		3	5	4	1	2	6	

BID COMPARISON EQUIPMENT LABOR							
ITEM DESCRIPTION	HOURLY PRICE TCT	HOURLY PRICE DRC	HOURLY PRICE Crowder Gulf	Hourly Price SDR	Hourly Price OMNI	Hourly Price TFR	COMMENTS
JD 544 Wheel Loader with debris grapple	\$130.00	\$180.00	\$100.00	\$135.00	\$125.00	\$160.00	
JD 644 Wheel Loader with debris grapple	\$135.00	\$190.00	\$140.00	\$145.00	\$125.00	\$175.00	
Extendaboom Forklift with debris grapple	\$100.00	\$140.00	\$85.00	\$85.00	\$125.00	\$155.00	
753 Bobcat Skid Steer Loader with debris grapple	\$85.00	\$120.00	\$95.00	\$85.00	\$75.00	\$135.00	
753 Bobcat Skid Steer Loader with bucket	\$80.00	\$120.00	\$95.00	\$95.00	\$85.00	\$145.00	
753 Bobcat Skid Steer Loader with street sweeper	\$85.00	\$120.00	\$95.00	\$65.00	\$95.00	\$145.00	
30-50 H Farm Tractor with box blade or rake	\$70.00	\$65.00	\$75.00	\$55.00	\$55.00	\$95.00	
2 – 2 ½ cu. yd. Articulated Loader with bucket	\$125.00	\$180.00	\$120.00	\$110.00	\$100.00	\$160.00	
3 – 4 cu. yd. Articulated Loader with bucket	\$130.00	\$190.00	\$150.00	\$125.00	\$100.00	\$165.00	
JD 648E Log Skidder or equivalent	\$125.00	\$125.00	\$105.00	\$95.00	\$100.00	\$110.00	
76-105 HP Dozer	\$110.00	\$106.00	\$90.00	\$65.00	\$100.00	\$120.00	
106-160 HP Dozer	\$120.00	\$125.00	\$130.00	\$70.00	\$105.00	\$160.00	
161-250 HP Dozer	\$130.00	\$150.00	\$165.00	\$75.00	\$110.00	\$260.00	
251-360 HP Dozer	\$140.00	\$200.00	\$180.00	\$80.00	\$120.00	\$290.00	
361-565 HP Dozer	\$160.00	\$220.00	\$215.00	\$95.00	\$130.00	\$390.00	
CAT 125 – 140 HP Motor Grader	\$125.00	\$150.00	\$105.00	\$85.00	\$55.00	\$145.00	
JD 690 Trackhoe with debris grapple	\$130.00	\$165.00	\$120.00	\$145.00	\$110.00	\$170.00	

JD 690 Trackhoe with bucket and thumb	\$135.00	\$165.00	\$120.00	\$145.00	\$125.00	\$175.00	
Rubber Tired Excavator with debris grapple	\$130.00	\$155.00	\$120.00	\$125.00	\$110.00	\$165.00	
JD 310 Rubber Tired Backhoe with bucket and hoe	\$100.00	\$155.00	\$130.00	\$100.00	\$110.00	\$145.00	
566-850 HP Dozer	\$170.00	\$225.00	\$340.00	\$110.00	\$155.00	\$490.00	
Rubber Tired Excavator with debris grapple	\$130.00	\$155.00	\$120.00	\$125.00	\$110.00	\$175.00	
210 Prentiss Knuckleboom with debris grapple	\$175.00	\$250.00	\$105.00	\$150.00	\$110.00	\$265.00	
CAT 623 Self-Loader Scraper	\$125.00	\$155.00	\$180.00	\$105.00	\$100.00	\$165.00	
Hand-Fed Debris Chipper	\$70.00	\$325.00	\$45.00	\$50.00	\$55.00	\$70.00	
300 – 400 HP Tub Grinder	\$385.00	\$325.00	\$575.00	\$495.00	\$1,000.00	\$300.00	
800 – 1000 HP Tub Grinder	\$500.00	\$545.00	\$630.00	\$650.00	\$1,100.00	\$400.00	
30 Ton Crane	\$225.00	\$295.00	\$190.00	\$95.00	\$100.00	\$200.00	
50 Ton Crane	\$300.00	\$395.00	\$250.00	\$145.00	\$125.00	\$400.00	
100 Ton Crane (8 hour minimum)	\$500.00	\$595.00	\$320.00	\$295.00	\$135.00	\$800.00	
40 – 60' Bucket Truck	\$140.00	\$275.00	\$110.00	\$90.00	\$85.00	\$190.00	
Greater than 60' Bucket Truck	\$145.00	\$325.00	\$140.00	\$100.00	\$95.00	\$225.00	
Fuel/ Service Truck	\$70.00	\$100.00	\$120.00	\$55.00	\$55.00	\$95.00	
Water Truck	\$70.00	\$100.00	\$70.00	\$55.00	\$55.00	\$110.00	
Portable Light Plant	\$25.00	\$75.00	\$25.00	\$40.00	\$15.00	\$45.00	
Lowboy Trailer with Tractor	\$115.00	\$120.00	\$130.00	\$125.00	\$125.00	\$110.00	
Flatbed Truck	\$70.00	\$100.00	\$110.00	\$45.00	\$95.00	\$90.00	
Pick-up Truck (unmanned)	\$25.00	\$10.00	\$20.00	\$25.00	\$15.00	\$15.00	
Self-Loading Dump Truck with debris grapple	\$175.00	\$145.00	\$130.00	\$135.00	\$125.00	\$270.00	
Single Axel Dump Truck, 5 – 12 cu. yd	\$95.00	\$100.00	\$60.00	\$50.00	\$55.00	\$160.00	
Tandem Axle Dump Truck, 16 – 20 cu. yd	\$100.00	\$110.00	\$70.00	\$55.00	\$75.00	\$165.00	

Tandem Axle Dump Truck, 21 – 30 cu. yd	\$100.00	\$120.00	\$80.00	\$60.00	\$85.00	\$175.00	
Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$105.00	\$140.00	\$92.00	\$65.00	\$95.00	\$185.00	
Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$105.00	\$175.00	\$110.00	\$85.00	\$115.00	\$195.00	
Power Screen	\$275.00	\$175.00	\$170.00	\$100.00	\$100.00	\$90.00	
Stacking Conveyor	\$275.00	\$175.00	\$60.00	\$65.00	\$100.00	\$10.00	
Chainsaw (without operator)	\$5.00	\$5.00	\$10.00	\$35.00	\$35.00	\$5.00	
Air Curtain Incinerator, self-contained	\$125.00	\$125.00	\$65.00	\$55.00	\$200.00	\$85.00	
Temporary Office Trailer	\$30.00	\$125.00	\$50.00	\$30.00	\$25.00	\$45.00	
Mobile Command and Communications Trailer	\$40.00	\$195.00	\$70.00	\$30.00	\$55.00	\$65.00	
Laborer, with small hand tools							
Skilled Sawman							
Crew Foreman with cell phone							
TOTAL	\$6,765.00	\$8,985.00	\$6,882.00	\$5,540.00	\$6,655.00	\$9,060.00	
COST RANKING	3	5	4	1	2	6	
All equipment rates include the cost of the operator, fuel and maintenance.							
All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.							

Proposal In Response To

RFP - DEBRIS MANAGEMENT AND REMOVAL SERVICES

**Harnett County Finance
Emergency Management Debris Management RFP
420 McKinney Parkway
Lillington, NC 27546**

September 16, 2019 at 4:00 p.m.

Submitted by



ORIGINAL

**Contact Person: Al McClaran
222 Rice Mill Circle, Sunset Beach, NC 28468
Ph: (864)469-9776
Fax: (864)469-9642
al@southerndr.com**

***Greenville County, SC Business License #047393
NC General Contractor License #80390***





LETTER OF TRANSMITTAL

Due: September 16, 2019 at 4:00 p.m.

RE: RFP - DEBRIS MANAGEMENT AND REMOVAL SERVICES

**Harnett County Finance
Emergency Management Debris Management RFP
Attn: Larry Smith, Director Emergency Services
420 McKinney Parkway
Lillington, NC 27546**

Dear Larry Smith:

Southern Disaster Recovery (SDR) is pleased to submit the enclosed proposal for RFP DEBRIS MANAGEMENT AND REMOVAL SERVICES for Harnett County, North Carolina, which sets forth our ability to perform the services requested. We have included detailed information regarding SDR's organizational structure, qualifications, resources, and experience we bring to our clients. We strive for excellence and integrity in our business practices and recognize the seriousness of compliance with all laws, specifically FEMA regulations. It is our pledge to provide Harnett County, North Carolina with the utmost in ethical and professional disaster debris management services. **TSI Disaster Recovery owned by Henry Elmore (a Harnett Co. resident) will be our prime subcontractor.**

Since its inception, SDR has delivered supreme debris recovery and removal services for the entities to which we have been contracted. When a disaster strikes, localities want the assurance that the contractor they have chosen to aid in reclaiming their lands will provide efficient and comprehensive services. SDR has the experience and reputation to accomplish the contract requirements to the satisfaction of all parties involved.

SDR has significant available resources to manage disaster debris operations for all entities to whom we are contracted. SDR personnel have over 75 years combined experience in disaster recovery and debris management. With our management staff and safety officers, assets of over \$15 million, and annual sales exceeding \$20 million, we are large enough to manage multiple contracts simultaneously, without sacrificing the hands-on attention required by every entity's unique situation.

In the past seven years, SDR has safely and successfully completed over 70 disaster debris contractors managing and disposing of over 5 million cubic yards of debris, valued over \$100 million. SDR has also completed debris clearing as a result of the catastrophic California wildfires that has continued into 2019.

If awarded this contract, SDR will work closely with County officials, Emergency Management, and Public Works to complete the project efficiently. Our commitment extends into the community with our intention to utilize the maximum amount of local resources to fulfil our contractual responsibilities. Once the Notice to Proceed is received, SDR will begin promptly with the debris recovery and removal process.



This proposal is in all respects fair and in good faith without collusion or fraud.

Al McClaran, the signer of this proposal, has the authority to bind Southern Disaster Recovery, LLC in all representations of this proposal.

SDR intends to be bound by the terms of this proposal and the prices provided herein. We look forward to the opportunity to be your supplier of DEBRIS MANAGEMENT AND REMOVAL SERVICES.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Al McClaran', is written over a light blue horizontal line.

Al McClaran, CEO/Member
Southern Disaster Recovery, LLC

Below is the contact information for this contract:

Company Name	Southern Disaster Recovery, LLC
Address in SC	109 White Oak Rd. Greenville, SC 29609
Address in NC	222 Rice Mill Circle, Sunset Beach, NC 28468
Phone	(864)469-9776
Fax	(864)469-9642
Email	al@southerndr.com

Harnett County

Right of Entry Agreement

I/We Al McClaran, the owner(s) of the property commonly identified as,

109 White Oak Rd.

State of SC

(Street)

Greenville, SC 29609

Greenville

(City/Town)

(County)

do hereby grant and give freely and without coercion, the right of access and entry to said property in the County of Harnett, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property. It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the County of Harnett, State of North Carolina, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have, have not) (will, will not) received any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense.

For the considerations and purposes set forth herein, I set my hand this _____ day of _____, 2019.

Witness Beibei Station

Owner/Telephone Number/Address Al McClaran / 864.469.9776 

109 White Oak Rd. Greenville, SC 29609



TAB 1 - CAPACITY FOR MOBILIZATION



Company's Technical and Construction Capabilities

Contract Management | Accounting | Administrative Practices

Southern Disaster Recovery, LLC

- ✓ Headquartered in the South Carolina Upstate in Greenville.
- ✓ Centrally located between Charlotte, North Carolina and Atlanta, Georgia.
- ✓ Near 3 international airports
- ✓ Satellite locations in Fairmount, GA, Jacksonville, FL, and Roseville, CA

Our strategic location enables us to respond quickly to the needs of our clients.

We specialize in environmental disaster preparedness, response, and recovery, and we have the resources, skills, and expertise to assist local, state, and federal entities. Southern Disaster Recovery, LLC's (SDR) management and support staff have the knowledge to assist entities with:

- ✓ Developing a Debris Management Plan
- ✓ Training appropriate entity staff in all aspects of debris disaster recovery
- ✓ Managing comprehensive debris recovery operations:
Response | Demolition | Collection | Reduction | Final disposal

SDR is skilled in all aspects of FEMA documentation criteria, which is paramount for entities to receive accurate and complete reimbursement. We ensure entities receive all federal disaster funding to which they are entitled. We have a full-time CPA on staff with a committed administrative staff to ensure compliance with all industry standards of superior debris operations. Rest assured, SDR is able to successfully fulfill our contract obligations to the satisfaction of all parties.

As a premier Disaster Debris Recovery and Removal Contractor, SDR is committed to:

- ✓ Excellent business practices
- ✓ Professional, ethical, and safe operations
- ✓ **Strict adherence to all FEMA requirements for procurement, debris tracking & invoicing**

Accurate records are paramount for entities to receive the maximum amount of funds available to facilitate a full economic recovery. To that end, SDR is reliant upon the records provided by the entity's monitoring company during any recovery project. We carefully review and verify all documentation provided since this information becomes the basis for our invoicing. **If an entity chooses to self-monitor, we have an automated debris management system that can be used by the applicant for accurate tracking of billable items in debris operations.**



SDR has refined our debris management processes to become a leading regional debris recovery and removal contractor. There are several factors that make SDR a noteworthy provider of debris recovery and removal services:

- ❖ Our principals have collective experience of over 75 years in disaster recovery and debris management.
- ❖ The comprehensive abilities and experience of our project managers and safety officers.
- ❖ Assets of over \$15 million.
- ❖ Annual sales exceeding \$20 million

SDR has successfully managed to completion over 60 separate debris contracts throughout the southeast and California exceeding over \$100M in revenue!

Since our beginning in 2012, our track record has continued to grow and improve. Following a catastrophic 2014 ice storm in South Carolina, **SDR processed over 2,000,000 CY of debris valued at over \$48 million.** Of that amount, we were the Prime Contractor for nearly 75 percent of the work. Hurricane Matthew, provided opportunities for SDR to manage 19 separate contracts throughout North Carolina, Georgia, and South Carolina with a **combined debris total of over 1,000,000 CY.** Following Hurricanes Irma and Florence in 2018-2019, SDR handled **nearly 1,845,000 CY of debris.** Simultaneously, we also successfully undertook a beach debris removal and berm restoration project in Florida valued at over \$7.5 million and completed debris clearing as a result of the catastrophic California wildfires that has continued into 2019 and is ongoing.

All our projects have been completed safely and prior to established deadlines.





MOBILIZATION & SITE OPERATION OVERVIEW

Southern Disaster Recovery (SDR) will begin mobilization upon receipt of a task order and a Notice to Proceed (NTP). At minimum, one crew will begin debris operations at each site within 12 hours of mobilization. The task order will specify the type of debris reduction methodology that will be used.

- ❖ Only entity approved debris dumpsites, including temporary debris management sites (TDMS) will be utilized. All commercial landfill dumping operations shall be directed by the landfill operator with whom SDR shall cooperate to facilitate efficient operations.
- ❖ SDR shall establish and manage all required reduction sites. All debris reduction will be achieved by burning, air curtain incineration, and/or by mechanical means using chippers, grinders, and shredders as specified in the task order with regard to debris separation and final disposal. Baseline environmental testing will be the responsibility of SDR.
- ❖ The storage and processing area for debris reduction operations shall be approved by the entity based on potential site opportunities and constraints. No TDMS shall be utilized by SDR until such approval has been granted by the entity.
- ❖ As per the task order, SDR shall install an inspection tower for each reduction, disposal, and TDMS. The tower design must be certified by an engineer and construction must be consistent with the design. Hauling operations shall not commence until an inspection tower is provided. If necessary, SDR may provide a temporary mechanical lift to be used until a fixed tower can be constructed as approved by the entity.

Inspection towers shall meet all applicable safety standards such as:

- Withstand a 45mph wind load and have the approved safety rails
 - Provide an unobstructed view of the loaded debris hauling containers
 - Have a minimum covered work area of 8 X 12 feet
 - Have adequate power, lighting and work space furnishings to support tower operations
- ❖ As per the task order, SDR shall construct a hazardous material containment area, which shall be the minimum size required to contain all collected materials. The entity shall make known all laws regarding the handling, storage, and management of hazardous materials; and, site design, construction, and operation shall comply with all said laws and applicable regulations and policies.
 - ❖ SDR will manage dumpsite operations during daylight hours, 7 days per week in conjunction with hauling operations. Management and execution of burning operations shall be 7 days per week, 24 hours per day, unless otherwise specified. SDR will develop and implement a strategy maximizing debris recycling and beneficial use.



MOBILIZATION AND OPERATIONS PLAN

Objectives:

- **Debris Clearance** – Roadways shall be cleared of debris as soon as possible to enable emergency and relief organizations to complete their missions in serving the public.
- **Debris Removal** – Debris shall be removed quickly and efficiently to support the community's social and economic efforts by adhering to federal funding/reimbursement requirements to maximize recovery funds for Harnett Co. NC.

Post-Storm Emergency Clearance of Roads and Rights-of-Way:

MOBILIZATION:

Upon receiving the *Notice to Proceed*, Southern Disaster Recovery (SDR) will immediately mobilize resources and initiate actions items as per the contract kick-off meeting and the *Notice to Proceed*.

Examples of expectations include:

- Establish Harnett Co. priorities
- Establish Harnett Co. clean-up goals
- Establish Harnett Co. 's point of contact
- Establish contractor project management points of contact
- Determine how project monitoring will be accomplished
- Establish debris monitor points of contact
- Discuss any additional reporting requirements

Immediate action and planning requirements to be accomplished:

- Develop the initial Operational Period Action Plan (draft outlined in this document)
- Mobilize and stage equipment
- Organize debris removal assignments
- Establish temporary debris management site(s) (TDMS)
 - ✓ Confirm proper permitting and/or acquire permits
 - ✓ Establish site layout as per permit(s)

EQUIPMENT - Size and type determined by overall accessibility of rights-of-way and the location overhead utilities.

For maximum and safety and efficiency, SDR will apply the following standards:

Loading Equipment – All loading and moving equipment will be operated from the roadway, streets, alleys, or rights-of-way using clam shell loaders, booms, or grapple devices to collect and load debris into collection vehicles. No equipment will be operated behind the curb or outside the defined roadway shoulder/swale section or in an area that may endanger operators or work crews, unless specifically directed to do so by emergency officials.

Hauling Equipment – All trucks and trailers used to haul debris will be capable of rapidly and independently dumping loads, and, will be equipped with a tailgate. Trucks will be equipped with a tarp or net to secure loose materials during transport to the disposal facility or site. The tarp/net will not exceed the truck body/trailer measurements.



Truck Measurements and Signage – Trucks will be measured accurately and identifying data will be fully documented. The inspection/measuring will be performed by Harnett Co. and SDR representatives, documented, and signed-off by the jurisdiction. The dimensions will be the inside measurements of the trailer. The truck specifications will be on file with the jurisdiction. Signage and vehicle numbers will be prepared and ready prior to deployment. SDR identification placards will be affixed to the sides of each piece of heavy equipment and trucks.

Hours of Operation – Debris removal operations that generate excessive noise levels will take place during daylight hours, seven days a week. Adjustments to the hours of operation, based on working conditions and scope of work, may require a coordinated change with the approval of the Harnett Co. 's designated official.

SUBCONTRACTING PRACTICES AND PROCEDURES

As per our written *Subcontractor Protocol*, we often use subcontractors to ensure our resources are sufficient to complete operations efficiently for prompt emergency debris removal and restoration operations. We have an extensive pool of dependable subcontractors that can mobilize immediately upon notification. SDR ensures:

- ✓ Our subcontractors are fully vetted as to insurance, safety procedures, experience, pricing, and resources.
- ✓ We will pursue local and MBE/WBE/DBE as it is economically feasible to do so.

TDMS SET-UP

Topography and soil/substrate conditions shall be evaluated to determine the best site layout that is consistent with the environmental permit. When planning site preparation, SDR shall incorporate restorative measures. For example, if the local soils are very thin, the topsoil can be scraped and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following baseline data checklist shall be used to evaluate a site before SDR begins operations and shall be used during and after to ensure that site conditions are properly documented.

Before project operations begin, SDR shall:

- Take ground or aerial video and photographs
- Note important features, such as structures, fences, culverts, and landscaping
- Secure random soil samples, as necessary
- Check the site for volatile organic compounds
- Comply with all federal, state, and local permit requirements

All data collected will be submitted to the Harnett Co. 's Debris Manager.

DEBRIS COLLECTION AND TRANSPORTATION

Removal Activities – From the grid/zone assignments, areas are categorized by priority and accessibility. The zones will be equitably established to ensure timely progression throughout the affected area. A “clean as you go” process will be implemented for the waste stream being worked, with crews working from street to street through each zone. Crews and resources will be adjusted as needed during this phase.

Debris Segregation – Initial storm/event debris will be separated when feasible.

- Crews will attempt to segregate materials, where feasible, into constituent piles for collection and disposal. Hazardous materials will be segregated and properly stored for future collection.
- Mixed debris will be collected as C&D.



Debris collection passes will continue up to the point where the remaining debris consists of light litter that can be easily collected using raking and sweeping methods of operation.

DEBRIS REDUCTION

SDR will prepare and maintain the TDMSs to accept and process all eligible storm debris consistent with the Debris Management Plan. This includes maintenance of the TDMS ingress and egress roads for the entire period of debris hauling, including stone for any roads requiring stabilization. SDR will supply roofed inspection towers sufficiently capable to accommodate three inspectors to inspect incoming loads.

SDR will conduct debris reduction in accordance with applicable state and federal laws, and processing will include, but not be limited to, grinding and/or incineration.

All debris will be segregated by types before reduction begins, i.e., vegetative, construction and demolition (C&D); recyclable; white goods; and, hazardous waste.

SDR will restore the TDMSs to their original conditions prior to the debris reduction activities.

FINAL DISPOSAL OF DEBRIS AND DEBRIS BY-PRODUCTS

Disposal of all eligible debris, reduced debris, ash residue, and other products of debris management will be in accordance with all applicable state, federal, and local laws. Associated related costs will be "pass-through" with no additional charges to the Harnett Co. SDR will ensure disposed debris is properly documented in accordance with FEMA protocol by using approved collection/disposal and tipping tickets. Activities will be done in coordination with the Harnett Co.'s Debris Manager.

TREE TRIMMING, REMOVAL OF LEANERS, HANGERS, AND STUMPS

SDR will ensure the location and removal of all approved leaners, hangers, and stumps is properly documented as per FEMA. Any holes remaining after stump removal will be backfilled appropriately.

DEMOLITION, REMOVAL, AND DISPOSAL OF DAMAGED OR CONDEMNED STRUCTURES

As required and directed by Harnett Co. officials, demolition and removal of condemned structures and buildings resulting from the disaster, will be performed by SDR to reduce or eliminate an immediate threat to life or enhance safety and health to the public. Each demolition will have a site inspection report (including a site plan), right-of-entry agreement, and proper permits.

DOCUMENTATION AND RECOVERY PROCESS

SDR's Project Manager and Site Superintendents have complete responsibility for quality assurance/quality control (QA/QC) of work performed by SDR and all subcontractors. As with any project, effective QA/QC starts with initial identification of project roles, which is a key element to our standard QA/QC program. Further, oversight and support will be provided from three levels within our organization, including SDR's Principal-In-Charge, Project Manager, and Site Superintendents. The cornerstone of our approach is the assignment of a strong Project Manager capable of integrating each sub-discipline required as part of this project. The Project Manager will have first-line responsibility for performance. Continuity of tasks will be maintained by the Project Manager's oversight of and participation in all contract activities.

By the close of business each day of the contract, the Project Manager will submit a report with the following to the Contracting Officer:

- Contract number
- Daily and cumulative hours for each piece of equipment and personnel



- By unit cost or daily and cumulative CY removed

SDR will reconcile all units of work daily, thereby reducing the occurrence of erroneous or disputed data later in the project, and commits to the following:

- Maintenance of recovery process documents
- Preparation of written and oral status reports as requested by the Harnett Co.
- Assistance with claim document preparation as required by the FEMA Public Assistance Program for submittal to the state and the FEMA Public Assistance program

DEBRIS TAKEN TO LANDFILL

Should it be more cost effective to transport the eligible debris directly to a permitted landfill for disposal, field procedures will be implemented to ensure that each load ticket prepared at the loading area is properly manifested to the landfill for proper confirmation of truck capacity and disposal information.

REDUCED DEBRIS/FINAL HAUL OUT TO DISPOSAL FACILITY

The same procedure listed above will be implemented for debris taken to a TDMS. However, during the final haul out, a separate ticket will be issued for the reduced debris hauled to the final disposal site. Documentation will include haul out time, cubic yards, disposal location and time.

INCIDENT ACTION PLAN

The Incident Action Plan (much like a daily work plan) is the process by which the Debris Management Team (Harnett Co. , Contractor and Debris Monitor) agree to the objectives for the next operational period (day or next series of days); and, by which the rest of the SDR Incident Management Team ensures the Project Manager has the resources to accomplish the objectives.

DOCUMENTING AND REPORTING DAMAGE

SDR's **Customer Service Plan** is a tiered system consisting of:

Tier 1: Conduct business in a manner that is professional, ethical, and sensitive to the area in which we work, to prevent damage, and to facilitate positive interactions with the public. Should any damage to property or detrimental public interaction occur, our personnel are trained to solve problems speedily to the mutual satisfaction of all parties involved, including the immediate repair of property if necessary.

Tier 2: Adds the inclusion of the Project Manager's in the problem-solving process. Also, any customer service issues, including damage and repairs, are added to the daily situation report, so the entire operation may learn from the activities.

Tier 3: At this level, any issues identified by the Harnett Co. are addressed. The Harnett Co. may have an ongoing citizen complaint system that properly identifies issues and tracks them to resolution. SDR command staff ensures the complaint is included as an action item within the daily Incident Action Plan (IAP) development. All necessary personnel will be apprised of any action items ensure speedy and complete resolution.

INVOICING AND DATA MANAGEMENT

All our processes and procedures are designed to ensure each project is carried in such a way that the Harnett Co. 's federal reimbursement is maximized.

Key elements of our systems include:

- Proper certification of haul vehicles with Harnett Co. signatures and approvals
- Proper field documentation of each load hauled by identifying the precise/certified vehicle, the driver, and location of eligible debris removed



- Proper field documentation of each disposed or reduced load, including disposal location and the safe, permitted operation of that disposal or reduction site location
- Daily reports, which may also include the updated loads-hauled database (if available), to ensure ongoing transparency and communication of work outcomes
- Reports and databases that are fully supported by accurate field documentation

Our project management documentation process also provides for positive identification and control of work on FHWA and other federal aid eligible roads.

The client may choose to utilize the SDR Disaster Recovery Load Ticket to record the debris collected and transported from the rights-of-way to the designated disposal sites. SDR captures 15 key data points described in FEMA's Debris Management Guide. The six-part load ticket allows project participants to accurately maintain documentation of billable activities.

At a minimum, the load tickets used will be posted to a weekly spreadsheet and/or database with both a hard copy and electronic version provided to the client. The following ticket information is included in the database:

- Date
- Preprinted ticket number
- Hauler's name
- Truck number and truck capacity in cubic yards
- Total load percentage, as assigned by the client representative in the tower
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, or other
- Point of origin for debris collection, time loaded and unloaded, including location of the temporary disposal site

Since the load ticket data is the basis for invoicing, SDR works with the Harnett Co. 's monitoring firm to ensure all data is complete and accurate.

TECHNICAL SUPPORT FOR REIMBURSEMENT

In addition to utilizing the industry's best practices for debris removal documentation, SDR will provide comprehensive Public Assistance technical support for reimbursement. SDR's Disaster Recovery Services Director will coordinate and set up all necessary meetings. SDR will meet with the Harnett Co. to review and update the information required for FEMA reimbursement submittals as well as assist with item checklists required for each FEMA category.

SDR's Program Assistance includes:

- Coordination with the Harnett Co. for their submission of the official request for state assistance and FEMA inspection.
- Review of the FEMA Project Worksheet (PW) for accurate scope of work and unit costs.
- Recovery process documentation, including creating a process to capture the daily log and tickets from the field/contractor and data entry of the recovery process. (Perform daily, weekly ticket reconciliation, and final reconciliation of debris removal ticket ledgers and disposal ledgers (TDMS to final disposal), per FEMA requirements. Provide FEMA Category A submittals including final inspection reports.)
- Review project documentation for consistency, compliance, and completeness. Assist with submission of requests for payment, if needed.
- Make recommendations to Harnett Co. representatives for reimbursement tasks.



- Assist the Harnett Co. in negotiations with federal and state agencies and verify completion of work task items for FEMA Category A-B for contract closeout.

PUBLIC NOTICES

SDR will work with Harnett Co. public information efforts to inform residents about disaster recovery, debris management tasks, and how residents can participate in the community's debris management and the expectations for the upcoming period.

SDR will participate in any established joint information center and provide materials and information to ensure the public is aware of debris clearance disaster recovery endeavors.

SDR can provide weekly public notices of the debris removal schedule to keep those affected by the processes informed. All public notices shall be approved by the Harnett Co. prior to release and will contain a description of the proposed work and how debris should be placed in the right-of-way for removal as well as a description of eligible debris and the schedule for removal.

Specific information will include:

- Cleanup instructions
- Status of cleanup
- Locations of drop-off or collection sites
- How to source separate
- Projected cleanup locations for the coming week

SDR will participate with the Harnett Co. with any other public information efforts including providing information for a telephone hotline and/or a flyer to hand out or to be inserted into utility bills/mailouts.

Consistent with the Harnett Co.'s desires, available information will include recycling/diversion programs for the disaster debris such as point of collection, hours, materials to be collected, method of collection (drop-off, curbside, bins, etc.).

Statements for Disaster Debris Information:

The following written statements are given as examples of what we can provide to assist entities with disseminating information to their constituents and are designed to be modified as needed. They may be used in flyers, newspaper articles, or read over television and/or radio. The statements are intended to fit into an overall public information strategy and may be used in conjunction with other messages about the disaster recovery process.

PERSONAL SAFETY STATEMENTS

EVERYONE INVOLVED IN DEBRIS CLEAN-UP IS ENCOURAGED TO WEAR PROPER CLOTHING AND RESPIRATORY PROTECTION. Protect yourself with gloves, hard-soled shoes or boots, and respiratory masks as necessary. If you have a cut or a scratch that is not healing properly, seek immediate medical attention.

POWER EQUIPMENT CAN BE DANGEROUS. If you are not familiar with or haven't operated power equipment such as chain saws or grinders, consider hiring a licensed, qualified contractor to assist you.

STAY AWAY FROM UTILITY AND DEBRIS CREWS WORKING IN YOUR AREA. All utility and debris crews working for the Harnett Co. are licensed and qualified for the work they are performing. They maintain



safety programs to reduce the occurrence of injuries in their work locations. However, you must stay clear of utility and debris crew operations because of the inherent dangers in operating heavy equipment.

DEBRIS REMOVAL INSTRUCTIONS

HELP SPEED UP DEBRIS REMOVAL by placing debris in the right of way.

Follow these key steps:

- o Keep debris at least three feet from electrical utility poles and boxes, fire hydrants, and water and gas meters.
- o Separate woody (limbs and leaves) debris; construction and demolition debris and household hazardous waste into separate piles.
- o Garbage pickup will resume on your regular schedule on _____. Separate garbage from your disaster debris
- o Call _____ with debris removal questions at _____.
- o Debris removal will be ending soon, so residents are encouraged to take advantage of the free removal service.

DISASTER DEBRIS THAT WILL BE PICKED UP

- o **Woody, vegetative debris:** Limb and leaf debris created by the storm event.
- o **Construction and demolition (C&D) debris:** Debris such as 2X4's, dry wall, shingles, paneling, insulation, etc. that was created by the storm event. Do not place C&D debris at the roadside if your insurance company pays for a contractor to clear your C&D debris from your home.
- o **White goods:** appliances and other household devices that were damaged/destroyed by the storm event.
- o **Household hazardous waste:** Material that includes such things as paint, fuels, insecticides, pesticides, sprays with petroleum distillates, etc. These will only be picked up if they are associated with damage from the storm event.

Each of these will need to be separate from the other at the roadside. Some of the materials will be processed for recycling and some of these materials will go to immediate disposal. Your assistance is necessary for debris clearance to progress rapidly and correctly.

ASSISTANCE WITH PRIVATE PROPERTY DEBRIS REMOVAL

Anyone who needs assistance with debris removal, such as senior citizens, and those that need help with activities of daily living may call _____ to schedule a volunteer to assess your needs. Assistance will be provided by volunteer groups working in our area and will be prioritized for those that do not have insurance coverage to pay for the cleanup.

FIRST/SECOND/THIRD PASS NOTICE

The Harnett Co. 's contractor will be in _____ (add in neighborhoods or street designations) for a (first/second/third) pass at picking up disaster debris from the road right of way. Only eligible debris will be picked up.

NOTE:

Harnett Co. should insert the appropriate debris and/or safety statements above to assist residents and business owners with the safe and efficient removal of debris.



TAB 2 - SIZE OF FIRM, FINANCIAL STABILITY



Company Profile

Legal Name of Firm:	<i>Southern Disaster Recovery, LLC</i>
Company Headquarters:	<i>109 White Oak Rd. Greenville, SC 29609</i>
Additional Office 1:	<i>2448 US Highway 411 Fairmount, GA 30139</i>
Additional Office 2:	<i>5660 Strand Court, PMB# 210 Naples, FL 34110</i>
Additional Office 3:	<i>114 N Sunrise Ave., Suite A-2, Roseville, CA 95661</i>
Additional Office 4:	<i>222 Rice Mill Circle, Sunset Beach, NC 28468</i>
Type of Business:	<i>Limited Liability Company</i>
Business Size:	<i>Small Business</i>
State Organized:	<i>South Carolina</i>
Established:	<i>May 11, 2012</i>
Has been in Business	<i>7 years</i>
Employees	<i>15</i>
FEIN:	<i>45-5312400</i>
E-Verify:	<i>559716 8/24/2012</i>
DUNS Number:	<i>078499137</i>
Cage Code:	<i>6TXC1</i>
NAICS:	<i>562119</i>
Owners / Principals	<i>Al McClaran Mark Ells</i>
Authorized Representative:	<i>Al McClaran – CEO</i>
Point of Contact:	<i>Al McClaran – CEO</i>
Telephone Number:	<i>864-469-9776 (o); 864-561-7797 (c)</i>
Fax Number:	<i>864-469-9642</i>
Email:	<i>al@southerndr.com</i>
Website:	<i>www.southerndr.com</i>



LIMITED LIABILITY COMPANY ANNUAL REPORT

10/2017

NAME OF LIMITED LIABILITY COMPANY: Southern Disaster Recovery, LLC

SECRETARY OF STATE ID NUMBER: 1489143 STATE OF FORMATION: SC

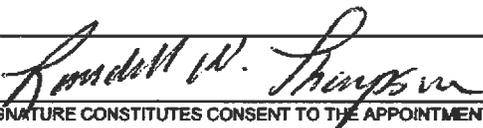
REPORT FOR THE CALENDAR YEAR: 2019

Filing Office Use Only
 E - Filed Annual Report
 1489143
 CA201905602314
 2/25/2019 02:51
 Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Thompson, Randall W

2. SIGNATURE OF THE NEW REGISTERED AGENT:


 SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

222 Rice Mill Circle
Sunset Beach, NC 28468 Wake County

4. REGISTERED OFFICE MAILING ADDRESS

222 Rice Mill Circle
Sunset Beach, NC 28468

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: emergency response/disaster relief & recovery/debris management

2. PRINCIPAL OFFICE PHONE NUMBER: (864) 469-9776

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

109 White Oak Road
Greenville, SC 29609-4044

5. PRINCIPAL OFFICE MAILING ADDRESS

109 White Oak Road
Greenville, SC 29609-4044

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Al McClaran

NAME: Mark Ells

NAME: _____

TITLE: Member

TITLE: Member

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

109 White Oak Road
Greenville, SC 29609

109 White Oak Rd
Greenville, SC 29609

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Al McClaran
 SIGNATURE

2/25/2019
 DATE

Form must be signed by a Company Official listed under Section C of This form.

Al McClaran
 Print or Type Name of Company Official

Member
 Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 28525, Raleigh, NC 27628-0525



LITIGATION SUMMARY

Southern Disaster Recovery (SDR) takes pride in completing the projects with which we are involved with the highest level of professionalism and integrity. We hold our subcontractors and our staff to a high standard of excellence. Because of the pre-planning put into every protocol and process we employ, the entities to which we are contracted expect and experience final outcomes that are both satisfactory and economically beneficial.

Southern Disaster Recovery can confidently state that our projects are completed safely, on time, and without consequent legal ramifications.

SDR can proudly attest:

- We are not currently involved in any legal claims, arbitrations, administrative hearings, or lawsuits.
- Within the last ten years, SDR has not been the defendant in any litigation involving debris removal operations.
- SDR has never brought suit against an entity for any contractual relationship with which we have been party.
- SDR is not currently debarred, nor has ever been debarred, from doing FEMA related work.
- SDR has no license sanctions.
- Within the last ten years, SDR has never had any contract terminations.

Our highest priority is to provide the necessary resources for your entity's full physical and economic recovery.



SUBCONTRACTOR PROTOCOL: MBE | WBE | DBE | Local Participation

Southern Disaster Recovery (SDR) is committed to the localities we serve and pledge to further assist in their recovery by offering subcontracting opportunities to local contractors. To ensure we have the labor resources needed, we will reach out to other subcontractors who have previously worked for us if local resources are inadequate. Depending on the size of the project SDR may subcontract up to sixty percent of the debris operations.

Our highest priority is to provide the necessary resources for your entity's full physical and economic recovery.

SDR will enlist the services of subcontractors that have been carefully vetted. SDR subcontractors:

- ✓ Meet federal and contract standards of safety
- ✓ Are experience and highly skilled
- ✓ Have all necessary liability and workers compensation insurances
- ✓ Adhere to our strict safety and drug-free work zone policies

SDR contractors are our responsibility. All management, bonding, funding, safety compliance, and documentation of subcontractors are handled by SDR's administrative staff. We utilize a comprehensive subcontractor agreement, which must be signed and on file in our office before any subcontractor begins operations on a debris removal project. That mutual agreement subordinates the subcontractor to the entity's contract with SDR.

MBE | WBE | DBE | Local Participation

While we have a large fleet of debris removal equipment, we strive to use local, minority owned, women owned, and local small businesses whenever possible. Upon award of a disaster debris removal contract, SDR will advertise locally announcing the opportunity for area contractors to join our efforts as a viable subcontractor. Respondents then begin SDR's vetting and training process.

The involvement of the entire community is crucial to the full economic and social recovery from a disaster situation. To the that end, we encourage all subcontractors in our employ to patronize and support other local businesses to further strengthen and revitalize the area throughout recovery operations.

Your satisfaction with SDR depends largely upon our subcontractors' performance. To ensure efficient and seamless operations, SDR provides:

- ✓ Quality control
- ✓ Teaming efforts with the monitoring firm
- ✓ Clear and frequent communication to ensure satisfactory outcomes



SUBCONTRACTOR LIST

1. **TSI Disaster Recovery**
Address: 2323 S. Babcock Street Melbourne, FL 32901
Contact: Henry Elmore
Phone: 407-891-8005

2. **TJ Sutton Enterprises, LLC**
Address: 307 C Harnett St. Wilmington, NC 28401
Contact: Tom Sutton
Phone: 910-313-0507

3. **National Recovery & Wrecking, LLC**
Address: 3325 Washburn Ave Suite 205 Charlotte, NC 28205
Contact: Elliott Ford
Phone: 980-422-1141

4. **Greenworks Recycling**
Address: 7 Beverly Rd. Greenville, SC 29609
Phone: (864)268-6103
Contact: Andrea Waldon
Type of work: Cutting & Debris Hauling

5. **LCS Restoration Services, LLC**
Address: P.O. Box 191495 Mobile, AL 36619
Contact person: Brad Dawkins
Phone: 251-454-3306

6. **Atlantic Coast Trucking, Inc. (WBE)**
Address: 234 Lloyd Street Holly Ridge, NC 28445
Contact Person: Wendy Fletcher-Hardee
Phone: 910-803-0363



EXISTING CONTRACTS

Entity	Contact Name and Title	Contract Type	Address	Telephone	Email Address	Termination Date
SC Department of Transportation	David Cook Maintenance Director	Primary	955 Park Street Columbia, SC 29201	803.737.0676	cookdb@scdot.org	7/20/2020
Allendale County, SC	Gidget L. Stanley-Banks Emergency Management Director	Primary	911-B Main Street North Allendale, SC 29810	803.584.4081	gstanley@allendalecounty.com	7/1/2021
Barnwell County, SC	Roger Riley Director of Emergency Management	Primary	57 Mall Street, Room 125 Barnwell, SC 29812	803.541.1000	rriley@barnwellsc.com	5/31/2023
Greenville County, SC	Nadine Chasteen CPPO, CPPB / Director	Primary	301 University Ridge, Suite 100 Greenville, SC 29601	864.467.4350	kstiens@greenville.gov	6/30/2020
McCormick County, SC	Columbus M. Stephens Administrator	Primary	610 South Mine Street McCormick, SC 29835	912.754.2123	cstephens@mccormickcountysc.org	3/21/2020
DeBordieu Colony Community Association, SC	Kelly H. Floyd Executive Administrator	Primary	181 Luvan Boulevard Georgetown, SC 29440	843.527.4436	kfloyd@debordieucolony.org	7/21/2020
Town of Summerville, SC	Russ Cornette Director of Public Works	Primary	200S. Main St. Summerville, SC 29483	843.851.4226	rcornette@summervillesc.gov	10/1/2020
Hampton County, SC	Susanne Peebles Director	Primary	703 2nd St West Hampton, SC 29924	803.914.2150	speebles@hamptoncounty.org	5/10/2021
City of Rock Hill, SC	Tom Glenn Hometown Security Coordinator	Primary	155 Johnston Street Rockhill, SC 29730	803.326.3810	tom.glenn@cityofrockhill.com	12/30/2019
Fairfield County, SC	Jake Gaston	Primary	350 Columbia Winnsboro, SC 29180	803.635.5209		9/5/2021
Spartanburg County, SC	Katherine O'Neill County Administrator	Secondary	P.O. Box 5666 Spartanburg, SC 29304	864.596.2526	koneill@spartanburgCounty.org	12/31/2019
York County, SC	Chuck Haynes EM Director	Primary	149 W Black St. Rock Hill, SC 29730	803.326.2300	ycoem@yorkcountygov.com	6/19/2020
Williamsburg County, SC	Tiffany Cooks Director Disaster Preparedness	Primary	201 West Main Street Kingstree, SC 29556	843.354.9330	tiffany.cooks@williamsburgcounty.sc.gov	2/18/2019
Aiken County, SC	Paul Matthews EMA Director	Primary	828 Richland Avenue, West Aiken, SC 29801	803.642.2561	pmatthews@aikencountysc.gov	3/1/2024
Newberry County, SC	Tommy Long Director	Primary	1309 College St. Newberry, SC 29108	803.321.2135	tlong@newberrycounty.net	8/1/2022
Pickens County, GA	Bob Howard EMA Director	Primary	1266 East Church Street Suite 175 Jasper, GA 30143	706.253.8954	rhoward@pickencountyga.gov	12/17/2019
Elbert County, GA	Church Almond EMA Director	Primary	45 Forest Ave. Elberton, GA 30635	706.283.2003	calmond@elberton.net	5/29/2020
Wilkes County, GA	Blake Thompson EMA Director	Primary	105 Marshall Street Washington, GA 30673	706.678.7837	wilkes.county@fema.ga.gov	7/7/2020
Bartow County, GA	Paul Cuprowski Emergency Services Director	Primary	10 Elizabeth Street Cartersville, GA 30120	770.547.8927	bartow.county@gema.ga.us	11/16/2019
Thomas County, GA	Chris Jones Emergency Management Director	Secondary	116 West Jefferson St. Thomasville, GA 31792	229.226.4389	tcema@rose.net	7/24/2019

Fannin County, GA	Robert Graham EMA Director	Primary	181 Church Street Suite B, Blue Ridge, GA 30513	706.632.1958	rgraham@fannincountyga.org	12/31/2021
Mitchell County, GA	Clark Harrell	Primary	26 N. Court Ave. Camilla GA 31730	229.336.2000	charrell@mitchellcountyga.net	12/31/2020
Whitfield County, GA	Claude Craig	Primary	804 Professional Boulevard, Dalton, GA 30720	706.876.2510	whitfield.county@gema.ga.gov	
Town of St. James, NC	Ned Bachelor Emergency Manager	Secondary	4140 A Southport- Supply Road St. James, NC 28461	910.253.4730	nbacheldor@ec.rr.com	8/25/2019
Beaufort County, NC	Lisa Respass Disaster Specialist	Primary	1420 Highland Drive Washington, NC 27889	252.946.2046	lisa.respass@co.beaufort.nc.us	10/25/2022
Currituck County, NC	Brenda McQueen Public Works director	Primary	153 Courthouse Rd., Suite 302 Currituck, NC 27929	252.232.2504	Brenda.mcqueen@currituckcounty.gov	8/8/2022
Town of Surf City, NC	Barry L. Johnson	Secondary	214 N New River Dr. Surf City, NC 28445	910.791.9361	mail@johnsonenc.com	6/30/2019
City of Goldsboro, NC	Rick Fletcher	Primary	200 N Center Street, Goldsboro NC 27530	919.734.8674	rfletcher@goldsbrornc.gov	9/19/2020
Bertie County, NC	Steve Biggs	Primary	106 Dundee St., Windsor NC 27983	252.794.5301	steve.biggs@bertie.nc.gov	10/30/2020
Hyde County, NC	Justin Gibbs ES Director	Primary	30 Oyster Creek Rd. Swan Quarter, NC 27885	252.926.4191	Justin.gobbs@hydecountyms.co	6/19/2021
Dare County, NC	Dustin Peele ES Director	Primary	Driftwood Dr. Manto, NC 27954	252.475.5897	dustin.peele@darec.com	7/15/2021
Washington County, NC	Ann Keyes	Primary	205 East Mail St. Plymouth NC 27962	252.793.4114	akeyes@washconc.org	3/1/2021
City of Southport, NC	David Fox	Primary	1029 N. Howe St. Suite 100 Southport NC 28461	910.457.7935	david@southportnc.org	6/30/2019
Tyrrell County, NC	David Clegg	Primary	108 S. Water St. Columbia, NC 27925	252.796.1371	dclegg@tyrrellcounty.net	9/13/2024
City of Greensboro, NC	Donna Gray	Primary	300 West Washington Street, Room UG 12 Greensboro, NC 27401	336.373.2192	donna.gray@greensboro-nc.gov	2/28/2021
Catawba County, NC	Bryan Blanton/EMD	Primary	100 B Southwest Blvd, Newton, NC 28658	828.465.8233	bblanton@catawbacountync.gov	6/30/2022
Ashe County, NC	Patty Gambill	Primary	150 Government Circle Jefferson, NC 28640	336.846.5521	patty.gambill@ashecountygov.com	7/15/2024
Brunswick County, NC	Micki Bozeman	Primary	179 March 9, 1764 Drive, NE Bolivia, NC 28422	910.253.2503	heather.murray@brunswickcountync.gov	8/25/2020
City of Brewton, AL	Stephen Yahasz	Primary	1010-A Douglas Ave Brewton, AL 36427-0368	251.809.1770	syuhasz@cityofbrewton.org	7/10/2019
City of Homestead, FL	Stephen M. Taylor	Tertiary	100 Civic Court Homestead, FL 33030	305.224.4401	staylor@cityofhomestead.com	5/31/2022
South Florida Water Management District , FL	Linda Yarrish	Primary	3301 Gun Club Road West Palm Beach, FL 33406	561.682.6105	lyarrish@sfwmd.gov	8/17/2022
Lake County, FL	Ralph E. Tipton	Tertiary	315 W. Main St. Tavares, FL 32778	352.343.9489	rtipton@lakecountyfl.gov	4/16/2020
City of Venice, FL	James Clinch		221 S. Seaboard Ave. Venice, FL 34285	941.486.2422	jclinch@venicegov.com	7/5/2022
Village of Pinecrest, FL	Eduardo Pozas		12645 Pinecrest Parkway	305.234.212	epozas@pinecrest-fl.gov	8/14/2021
Florida Atlantic University, FL	Marc Kozlin Director, Physical Plant	Primary	777 Glades Rd. Boca Raton, FL 33431	561.297.3021	mkozlin1@fau.edu	10/31/2021
Florida Municipal Power Agency, FL	Sharon Samuels	Primary	8553 Commodity Circle Orlando FL 32819	407.355.7767	sharon.samuel@fmpa.com	10/31/2021
Amelia Island Plantation, FL	Kenny Walczak	Primary	5542 First Coast HW. Suite 400, Fernandina Beach, FL 32034	904.491.9850	kwalczak@castlegroup.com	7/31/2020

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Southern Disaster Recovery, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 109 White Oak Rd.	Phone & Fax Numbers (with area code) 864-469-9776 (o) 864-469-9642 (f)
6 City, state, and ZIP code Greenville, SC 29609	
7 contact name Jordan McClaran / Controller	email address jordan@southerndr.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
OR									
Employer identification number									
4	5	-	5	3	1	2	4	0	0

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>01/09/19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. 42719W

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Southern Disaster Recovery LLC
109 White Oak Road, Greenville, SC 29609

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Hartnett County
P O Box 370, Lillington, NC 27546

as Obligee, hereinafter called the Obligee, in the sum of Five Hundred Thousand Dollars and 00/100

Dollars (\$ 500,000),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP For Debris Management and Removal Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of September, 2019

Bei Bei Staton
Bei Bei Staton (Witness)

Southern Disaster Recovery LLC
(Principal) (Seal)
By: Jordan D. McClaran Controller (Title)

Verna C. Grant
Verna C. Grant (Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)
By: Charles D. Welch Attorney-in-Fact Charles D. Welch (Title)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D WELCH** of **Greenville** **South Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16 day of Sept 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

August 30, 2018

Re: Southern Disaster Recovery, LLC
Greenville SC

To Whom It May Concern,

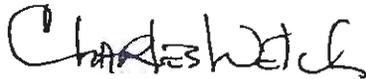
We are the Contract Bond Agent for Southern Disaster Recovery. The underwriter of their bond program is Travelers Casualty and Surety Company of America, a U. S. Treasury Listed Surety and rated A++ 15 by A. M. Best Key Rating Service.

Travelers Casualty and Surety has expressed a willingness to provide bond support to Southern Disaster Recovery for projects and programs up to \$50,000,000; larger amounts would be favorably considered.

Please remember all bonds are subject to the underwriting requirements in effect at the time specifications and/or contracts are provided to the underwriter for review. The underwriter will make his decision for Bid and Performance/Payment Bonds based on the current financial information of Southern Disaster Recovery. In addition, the underwriter will review the terms/conditions of the contract and bond forms, verify the bid is competitive, , and confirm financing is in place for timely payment to Southern Disaster Recovery. Travelers Casualty and Surety retains sole discretion to approve the Bid, Performance, or Payment Bond.

Southern Disaster Recovery is a respected company and true to their word. They have been a customer of McGriff Insurance Services for many years. Their ownership, management, and staff are highly regarded in our business community, and they have strong technical qualifications for work in their field. If you have any questions, please call me.

Sincerely,



Charles D. Welch
(Attorney in Fact)
CPCU, CIC, AFSB
Vice President



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D WELCH** of Greenville South Carolina, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

SAMPLE

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of August, 2018



SAMPLE

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



June 19, 2018

To Whom It May Concern,

It is my opinion based on my knowledge and relationship of Southern Disaster Recovery and Mr. Mark K. Ells that the company has sufficient capacity to finance up to \$5,000,000.00 to meet working capital needs for any project.

Mr. Ells has been an excellent customer of South State Bank, and has maintained all deposit and loan obligations as agreed during that time.

If you have any questions or concerns, please contact me at 864-230-4444 or Jimmy.Lindsey@SouthStateBank.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jimmy Lindsey', written over a light blue horizontal line.

Jimmy Lindsey
Foothills Regional President
864-222-270



June 14, 2018

To Whom It May Concern,

Southern Disaster Recovery and Mr. Mark K. Ells have sufficient capacity to finance a volume of work in excess of \$5,000,000.00 and as such would not create any interference or slowdown in the completion of the contract.

Mr. Ells has been a customer of Bank of Travelers Rest since October of 2000, and has maintained all deposit and loan obligations as agreed during that time.

If you have any questions or concerns, please contact me at 864-834-6210 or robertw@bankoftravelersrest.com.

Sincerely,

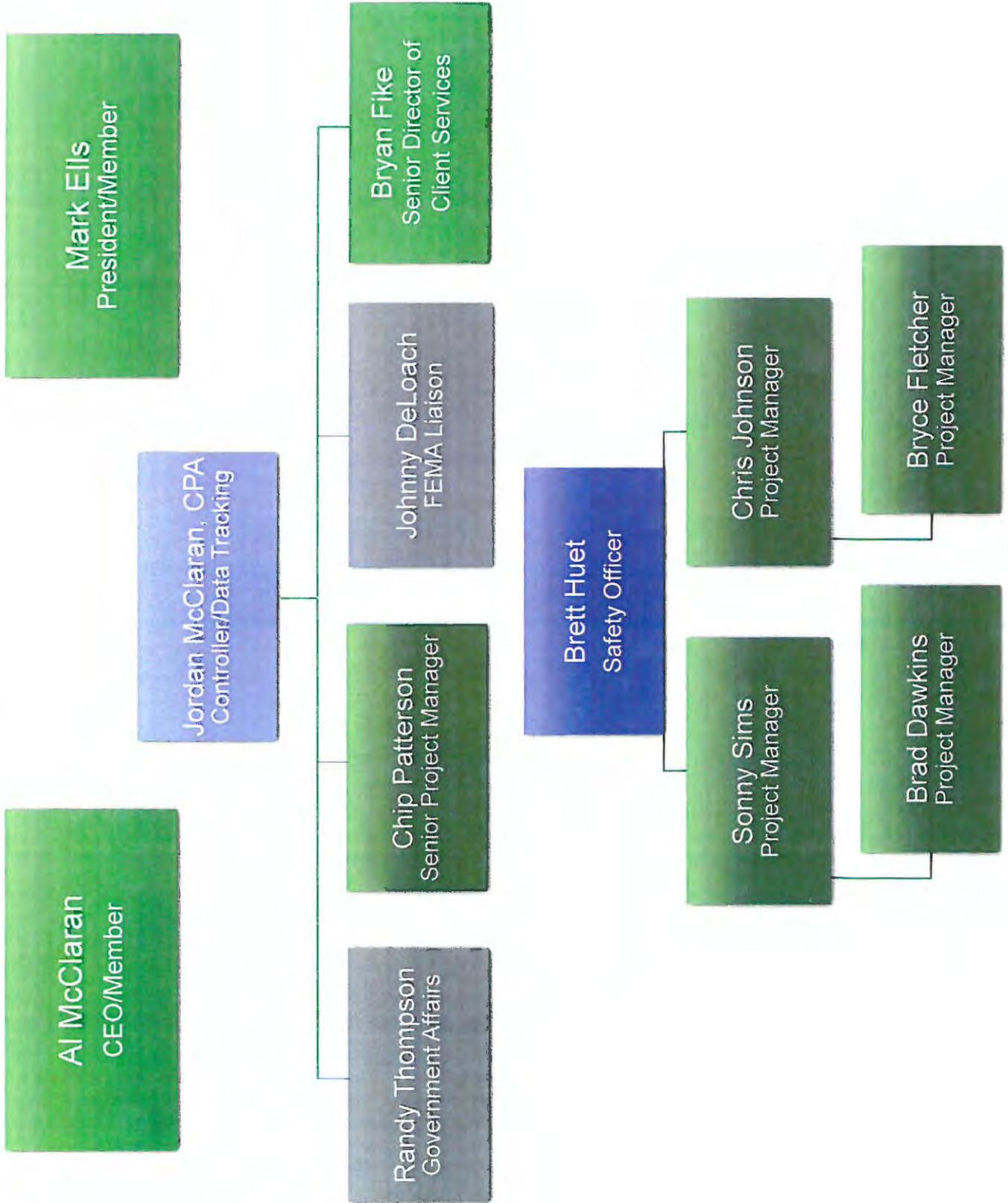
A handwritten signature in black ink that reads "Robert White". The signature is written in a cursive style with a large, prominent initial "R".

Robert L. White
Senior Vice President
NMLS #789450



TAB 3 - TRAINING, EXPERIENCE, EQUIPMENT, PERSONNEL AND SETS

SDR ORGANIZATIONAL CHART FOR DEBRIS MANAGEMENT OPERATIONS





KEY PERSONNEL

Name	Title
Al McClaran	Owner/Chief Executive Officer
Jordan McClaran	Controller/Data Tracking
Teresa Smith	Office Manager
Beibei Staton	Proposal Specialist
Mitch Bosarge	Data Specialist
Kelly Covey	Administration
Shawn Chandler	Administration
Randy Thompson	Government Affairs
Chip Patterson	Senior Project Manager
Bryan Fike	Senior Director of Client Services
Sonny Sims	Senior Project Manager
Bryce Fletcher	Senior Project Manager
Chris Johnson	Project Manager
Brad Dawkins	Project Manager
Blake Riley	Project Manager
Matt Fletcher	Operations Supervisor
Douglas Wright	General Foreman
Brett Huet	Safety Manager
Robert Nelson	Safety Officer
Caiman Dinneen	Safety Officer
Nick Hernandez	Safety Officer
Johnny DeLoach	FEMA Liaison
Allen Smith	Legal Counsel



MEET OUR MANAGEMENT STAFF

Al McClaran – Member – Chief Executive Officer

Mr. McClaran is responsible for the day-to-day operations of Southern Disaster Recovery (SDR). He is knowledgeable in all aspects of FEMA criteria for debris recovery operations and has completed numerous courses with FEMA's Emergency Management Institute Independent Study Program. He works closely with Emergency Management and other government agencies both before and after disaster events. Prior to an event, he helps with readiness planning and preparation, including developing debris management plans and training government personnel in debris recovery operations. After disaster strikes, Mr. McClaran coordinates all aspects of the recovery and the documentation process to assure that the applicant receives the funding to which they are entitled. He has overseen debris removal projects following hurricanes, tornados, floods, wildfires, and winter storm disasters.

Mark Ells – Member – President

Mr. Ells has owned businesses for over twenty years. In addition to his partnership in SDR, he is the owner of Greenworks Recycling and Upstate South Carolina's largest landscaper supply business. He also operates grinding and mulching yards and performs offsite grinding on land tracts. His grinding equipment was employed on contracts following Hurricane Katrina and various winter storms. Mr. Ells was awarded the debris removal contract for Meridian, MS following Hurricane Katrina. In the event of a disaster, Mr. Ells will coordinate sub-contractor mobilization and scheduling. His business management skills make him a vital part of the Southern Disaster Recovery management team.

Randy Thompson – Government Affairs

Randy Thompson has proven expertise in development and implementation of emergency management programs, plans, procedures and grant programs, as well as developing HSEEP training and exercises. Mr. Thompson is experienced in Emergency Management Center (EOC) operations, including crisis and consequence management of both manmade and natural hazards. He is knowledgeable in the National Strategy for Homeland Security and the National Response Framework at local, state and federal levels and served on national boards, including SAFECOM Emergency Response Council and the National Association of Counties (NACO.) Mr. Thompson is adept at managing conflicting deadlines and priorities.

Chip Patterson – Senior Project Manager

Robert "Chip" Patterson has over 30 years of experience in pre-planning for disaster events, as well as implementation of strategies and operations for disaster recovery services. Chip has had a progressive career in the disaster response and recovery field, including disaster services contractor, serving in a mayoral appointed position for 10 years in the City of Jacksonville, and as Florida's Director for Emergency Management and Homeland Security. Prior to work in Florida, Chip was the Chief of Operations for the North Carolina Division of Emergency Management as well as a Radiological Emergency Preparedness Planner in North Carolina. Chip also spent six years in the United States Navy nuclear propulsion program. Chip has represented contractors at project start-up meetings, successfully coordinating with all stakeholders. As a senior project manager, he was the primary point of contact for Quality Assurance for disaster debris removal tasks performed by FEMA and/or FDEM.

Bryan Fike, Senior Director of Client Services

Mr. Bryan Fike has held a variety of leadership roles providing strategic and tactical direction for emergency management and disaster response and recovery support efforts nationwide. Beginning with a career in firefighting and law enforcement, which spanned more than two decades, his background reflects nearly thirty years of professional experience coordinating disaster response & recovery activities; serving as the on-scene



incident commander; and, providing training and guidance for hundreds of emergency management resources during Presidentially declared emergencies and major disaster declarations throughout the United States. He also has in-depth knowledge of FEMA, federal disaster, and emergency response-related program policies and guidance. He has demonstrated leadership and direction to a diverse professional staff engaged in complex disasters and emergency operations; and, has developed experience in the intergovernmental relations required to facilitate, coordinate, and negotiate for results-based outcomes.

Chris Johnson – Project Manager

Chris Johnson has over 20 years Safety Management and Multi-Site Management experience. He managed operations in the Murray and Gordon County, Georgia, Solid Waste Disposal Facilities. He is a certified Landfill Manager and member of the Solid Waste Association of North America. He has worked closely with elected officials and local, state, and federal regulatory agencies in various capacities, including managing a safety program, ensuring staff training and compliance with safety policies and compliance of OSHA regulations. In addition, he has conducted safety audits and inspections of facilities throughout the U.S. His strong communication skills have benefitted many entities. In addition to his duties with SDR, Chris is also an instructor at the Georgia Landfill Operators Training Program at the University of Georgia.

Brad Dawkins – Project Manager

Mr. Dawkins demonstrates 30+ years of diversified disaster recovery and relief planning and engineering in the both the private and public sectors. As a business owner, he has honed key business development skills and techniques to assure the complete satisfaction of any entity to which is contracted. While in the employ of regional top disaster relief firms, Mr. Dawkins was able to develop strong management skills through the oversight of a broad range of planning and engineering projects.

Brett Huet – Safety Officer

Brett Huet's career, which began as a fire fighter/sawman and spans nearly two decades, has progressed to his current position with SDR as Safety Officer. Mr. Huet has many years of field experience performing various duties in debris clean up and management as well as inspection and oversight of hazardous tree removal operations. The skills he's developed in operations management and strategic development serve the SDR staff and the entities with which SDR is employed by providing comprehensive safety training and oversight. Mr. Huet's extensive knowledge and understanding of safety protocols in the disaster recovery and response industry makes him a significant member of our team.

Johnny G. DeLoach – FEMA Liaison

Johnny DeLoach has worked for three decades in disaster response and recovery operations during catastrophic events spanning the lower 48 states of the United States. His comprehensive experience includes various disaster situations requiring his unique FEMA management, communication, and leadership skills. Mr. DeLoach has extensive experience in federal funds disbursement and has the distinction of using the first fully automated debris management system (ADMS) during a federally declared disaster in Mississippi, allowing the two counties he represented to be the first to complete operations. Mr. DeLoach has vast expertise in the FEMA/State Public Assistance (PA) Program including debris reduction, disposal, and land reclamation. As a former FEMA Region IV Public Assistance Officer, he has served in high-level management roles in over 50 declared disasters. His responsibilities included preliminary and follow-up detailed damage assessments, PA inspections, and Project Worksheet (PW) preparation in compliance with the Stafford Act, Title 44 Code of Federal Regulations and National Environmental Policy Act.



Randy Thompson, CEM, Government Affairs

PO Box 7270
Ocean Isle Beach, NC 28469

(910) 398-1818

randy@southerndr.com

Summary of Emergency Management Qualifications

Randell (Randy) Thompson is a Certified Emergency Manager with over 30 years of experience in emergency management (EM) planning, operational response, project/program management, and disaster and recovery. Throughout his career, Mr. Thompson achieved increasingly responsible positions with state and local agency assignments. He is a results-oriented emergency management professional who can identify and implement processes to improve preparedness and response activities. Mr. Thompson served as an Administrator for a large public safety department where he led response and recovery efforts for several state and federal disaster declarations. He has a profound ability to share information regarding current and suggested procedures in a way that successfully produces efficiency and collaboration among all parties involved. Mr. Thompson has proven experience and detailed knowledge in Homeland Security Planning for preparedness, critical infrastructure, and response/recovery operations. He has experience in effective training of emergency management personnel related to critical facilities protection programs, e.g., such as: Nuclear Facility Support, Port Security (Military & State Port Operations), Private Industry Hazardous Materials Programs and Transportations of Explosives and Spent Nuclear Fuel, etc. Mr. Thompson is a nationally known professional emergency management consultant who has served on national boards, such as the National Association of Counties (NACo) and the Board of Directors representing the members of the International Association of Emergency Manager's (IAEM). Mr. Thompson has also served on NACo's Justice and Public Safety Steering Committee, which recommended national public safety initiatives for Congressional review.

Experience

- **Thompson Disaster Recovery Associates, Inc.** 2012 – Present
Chief Executive Officer
- **Technical Resources Group, Inc. & Spectra Tech, Inc.** August 2014 – March 2016
Senior Exercise/Drill Planner
- **Unified Recovery Group** 2010 – 2012
Director of Governmental Affairs
- **Brunswick County Government** 2000 – 2010
Emergency Services Director
- **Wake County Government** 1991 – 2000
Deputy Emergency Management Director
- **Durham City Government** 1981 – 1991
Fire Lieutenant/Public Safety Officer
- **Chapel Hill Town Government** 1978 – 1981
Public Safety Officer

Career Certifications and Accomplishments

- Emergency Manager Certification in 2008 from IAEM; Recertified through 2018
- North Carolina Certification as Executive Emergency Manager



- North Carolina Certifications in Advanced Firefighting, Hazardous Materials Technician, Arson Investigation, Fire Inspections and Instructor Certified in Fire, Hazardous Materials, OSHA, Radiological and Terrorism
- Grant awards achievements include receiving and managing over 35 grants within an eight-year period amounting to millions of dollars in funding including, Homeland Security Grant Program; Port Security Grant Program; BZPP; Hazard Mitigation Grant Program; EMPG; and, Public Safety Interoperability Communications Grant
- Project Administrator for the development of the first comprehensive Recovery Plan in the State of North Carolina

Education

- Shaw University, Raleigh, North Carolina, B.A., Public Administration
- Durham Technical Community College, Durham, North Carolina, A.A.S., Fire Protection Technology
- Duke University, Durham, North Carolina, Nonprofit Management Certificate Program

Special Awards & Recognitions

- Conferred the *Order of the Long Leaf Pine* (2009). Among the most prestigious awards presented by the Governor of North Carolina, which is presented to individuals who have a proven record of extraordinary service to the citizens of the state.
- Presented the *Medal of Valor* by the City of Southport, North Carolina for actions above and beyond the call of duty, exhibiting exceptional courage, extraordinary decisiveness and presence of mind, to save and protect human life during firefighting activities on a 955- foot container ship, *SSG Edward A. Carter, Jr.*, while the vessel was moored and fully loaded with military ammunition at the south wharf, Sunny Point Marine Ocean Terminal.

Affiliations

- Disaster Recovery Contractors' Association
- International Association of Emergency Managers
- American Board for Certification in Homeland Security
- North Carolina Emergency Management Association
- North Carolina Association of Fire/Rescue Instructors
- North Carolina Association of Rescue and Emergency Medical Services
- South Brunswick Island Rotary Club/Paul Harris Fellow



Al McClaran, CEO/Member

18 Summer Glen Dr.
Simpsonville, SC 29681

(864) 561-7797
al@southerndr.com

As CEO/Owner of Southern Disaster Recovery, LLC (SDR), Al McClaran focuses on integrity, honesty, efficiency, and the safe completion of any endeavors SDR undertakes. Mr. McClaran successfully oversaw the debris recovery and management of 15 projects because of Hurricane Irma and 19 projects from Hurricane Matthew. His experience and insight enable SDR to provide the most economical and environmentally safe ways to manage debris to the complete satisfaction of the entity to which SDR is contracted.

Experience

Southern Disaster Recovery, LLC - Greenville, SC

2012 – Present

CEO/Member

- Responsible for the day-to-day operations of Southern Disaster Recovery
- Works closely with Emergency Management and other government agencies both before and after disaster events
- Manages up to 30 debris hauling and cutting subcontractors during disaster events
- Helps with readiness planning and preparation. This includes working on debris management plans and training government personnel in debris recovery operations
- Coordinates all aspects of the recovery and the documentation process to assure that the applicant receives the funding to which it is entitled
- Disaster Events Worked:
 - 2015 Butte Wildfires – San Andreas, California
 - 2015 Flooding Event – South Carolina Department of Transportation
 - 2014 Winter Storm Pax – South Carolina Counties: Aiken, Barnwell, Allendale, Williamsburg
 - 2016 Hurricane Matthew – 19 contracts in North Carolina, South Carolina and Georgia
 - 2017 Hurricane Irma – 15 contracts in Florida and Georgia

DTS – Greer, SC

2009 – 2012

Senior Project Manager

- Oversaw debris removal operations
- Worked closely with Emergency Management and other government agencies both before and after disaster events
- Disaster Events Worked:
 - 2012 Hurricane Isaac – St. John the Baptist Parish, Louisiana
 - 2011 Winter Storm Alfred – Connecticut: Fifteen Townships of Western Connecticut
 - 2011 Hurricane Irene – North Carolina Counties: Edgecombe, Wayne, and Halifax
 - 2011 Tornado - Rabun County, Georgia

Education

- Bob Jones University, Greenville, SC, Master of Arts
- Bob Jones University, Greenville, SC, Bachelor of Arts

Certificates

Over 30 FEMA Certifications. Mr. McClaran is thoroughly knowledgeable of all aspects of FEMA criteria for debris recovery operations and has completed numerous courses with FEMA's Emergency Management Institute Independent Study Program.



Chris Johnson, Project Manager

2448 US Highway 411
Fairmount, GA 30139

(770)547-0951
chris@southerndr.com

Chris Johnson has decades of skill development and practical experience in public service vocations, including disaster response and recovery project management, and storm debris management. His strong managerial and communication skills enable Chris to successfully operate and provide oversight on FEMA Public Assistance Programs initiated by a declared emergency.

Experience

Southern Disaster Recovery, LLC – Greenville, SC February 2018 – Present
Project Manager – Responsible for fulfilling all contractual requirements in disaster response and recovery consistent with FEMA Public Assistance Program and Policy Guide and associated policy documents.

Self-Employed - BBRAC Farms, LLC – Fairmount, GA 2017 – Present
Project Manager – FEMA, NRCS, USDA, EPD, Corp of Engineers & Georgia DNR; **Farm Manager** (cattle, hay); Storm Debris Management; and, Disaster Response and Recovery.

Self-Employed - Enviro-friendly Outdoors – Fairmount, GA 1997 – Present
Various Roles – Environmental Manager; Erosion Control Inspector, Erosion Control Installation; Heavy Equipment Operator; Nuisance Animal Trapper; Timber Harvest Reclamation; Illegal Dump Site Reclamation; Environmental Monitoring (Erosion Control Measure, Plan Compliance, Turbidity Samples, Storm Water Monitoring). Current instructor for the University of Georgia, Georgia Landfill Operators Training Program.

Santek/Waste Services – Cleveland, TN June 2005 – January 2015
Safety Manager/Multi-Site Manager – Managed operations of Murray and Gordon County, Georgia, Solid Waste Disposal Facilities. Worked closely with elected officials and local, state, and federal regulatory agencies; Managed the safety program, ensuring staff training and compliance with safety policies and compliance of OSHA regulations. Conducted safety audits and inspections of company facilities throughout the U.S. Chaired monthly safety meetings and reviewed monthly incident reports.

Fairmount Police Department – Fairmount, GA April 2002 – June 2005
Police Chief – Chief of all law enforcement activities conducted within the city limits of Fairmount. Supervised three full-time officers, one administrative assistant, and four part-time officers. Conducted patrol activities, criminal investigations, record management, municipal court security, and other law enforcement needs.

Gordon County Board of Commissioners - Gordon County, GA June 1998 – April 2002
Director of Environmental Services and Compliance – Director over the following departments: landfill; recycle center; six convenience waste disposal sites; litter control and compliance; soil and erosion (issued land disturbing permits and enforced compliance); environmental enforcement (Water Shed



Protection, Stream Bank Protection, and Stream Buffer Protection); and, assisted other departments and agencies in law enforcement activities that related to environmental law.

Gordon County Sheriff's Office - Calhoun, GA

1984 – 1998

Deputy Sheriff/Drug Task Force – Duties included all aspects of law enforcement: Detention; Court Services; Patrol activities; DUI Task Force; VIP security detail; Investigations; and, Drug Task Force. Extensive experience with Drug Interdiction: Was deputized in two O.C.D.T.F. cases, (DEA & FBI). Was the lead officer on the security detail for the South African and Sri Lanka Track Teams as they practiced in Gordon County, Georgia, for the 1996 Olympics.

Certifications

- Peace Officers Standards and Training/State of Georgia, POST Council, License PBLE-86-1296-S: November 1986 – Present
- Professional Nuisance Animal Trapper, Georgia DNR, License Number 70196: 1997- Present
- Landfill Manager/Georgia Solid Waste Association, License 1042: July 1998 – Present
- Soil and Erosion, Level 1-B Certified Inspector / Georgia Soil and Water Conservation Commission, Certification # 0000011880: June 2009-Present

Education

- Kennesaw State University, 1992, B.S., Public and Social Services
- Reinhardt University, 1987, A.S., Criminal Justice

Community Service

- Gordon County Board of Education, 2008-Present
- Chairman Gordon County Board of Education, 2016-Present
- Gordon County Chamber of Commerce, Drugs Don't Work Committee
- Calhoun Gordon County Fellowship of Christian Athletes, Charter Board Member
- Gordon County Emergency Management Agency, Volunteer Coordinator, Incident Command Safety Officer
- Gordon County College and Career Academy, Board Member



Robert “Chip” Patterson, Jr., Senior Project Manager

1532 Quail Roost Lane
Jacksonville, FL 32220

904-334-9690
chip@southerndr.com

Robert “Chip” Patterson has 29+ years of experience pre-planning for disaster events, as well as implementing strategies and operations for disaster recovery services. Prior to joining Southern Disaster Recovery, Chip’s disaster response and recovery career expanded, including positions as: disaster services contractor; serving in a mayoral appointed position for 10 years as the City of Jacksonville, Florida’s Director for Emergency Management and Homeland Security. Prior to work in Florida, Chip was the Chief of Operations for the North Carolina Division of Emergency Management. His career includes service as a Radiological Emergency Preparedness Planner in North Carolina and 6 years in the United States Navy nuclear propulsion program.

Experience

Southern Disaster Recovery, LLC – Greenville, SC February 2018 – Present
Senior Project Manager – Responsible for fulfilling all contractual requirements in disaster response and recovery consistent with FEMA Public Assistance Program and Policy Guide and associated policy documents.

J. B. Coxwell Contracting, INC. – Jacksonville, FL July 2006 to February 2018
Director of Disaster Services – Emergency management and homeland security business development and service delivery for a 300-person civil construction firm providing services in all phases of emergency management. Public Assistance activities included debris clearance and removal in eighteen (18) jurisdictions.

Emergency Preparedness Division Chief – Jacksonville, Florida January 1996 to July 2006
Duval County Emergency Preparedness
Director – Responsible for a comprehensive emergency management program that included plans and procedures development; public education; disaster response and recovery management; facilities management; program development and marketing; personnel development; press availabilities; and, interacting with elected officials in a jurisdiction of 840 square miles with a population of over 800,000. Incident Management Team Lead in Harrison County, MS for Hurricane Katrina; IMT Lead in Lee County, FL in Hurricane Wilma. Oversight of disaster recovery programs for ten Presidential declared disasters; Managed disaster response and administered FEMA Public Assistance and Hazard Mitigation programs.

Florida Division of Emergency Management – Tallahassee, Florida June 1993 to December 1995
Response Services Administrator – Managed State of Florida delivery of disaster resources (equipment, personnel and programs). Non-disaster related activities included development and maintenance of the State’s Comprehensive Emergency Management Plan, Radiological Emergency Preparedness Program and management of seven field offices. Disaster-related opportunities included managing the State Emergency Operations Center. Oversight during six Presidential declared disasters.

North Carolina Division of Emergency Management – Raleigh, North Carolina March 1989 to June 1993
Chief of Operations – Managed State of North Carolina disaster resources delivery. Managed the 24/7 State Warning Point. Planner for Radiological Emergency Preparedness.

Education

- Bachelor of Science in Sociology, University of the State of New York, 1989
- Master’s in Business Administration, Jacksonville University, 2002



Associations

- Adjunct Instructor, University of North Carolina/College of Public Health 2006 - Present
- Adjunct Instructor, Flagler College/Public Administration 2006 - 2017
- US Navy Postgraduate School, Center for Homeland Security and Defense
- Mobile Executive Seminars 2006 - Present
- Florida Emergency Preparedness Association
- Florida's Emergency Manager of the Year - 2005
- Board Member, Greater Jacksonville Agricultural Fair
- National Hurricane Conference, Response Committee

Certifications

- Certified Emergency Manager (CEM) 2012-2017
- USACE Contractor Quality Control
- OSHA 30-hour Safety
- OSHA HAZWOPER
- NIMS/ICS Instructor
- FEMA Instructor – EOC
- Florida Professional Emergency Management
- IS-700.a National Incident Management System (NIMS), An Introduction ICS Instructor
- IS-775 FEMA ICS/EOC Instructor
- FEMA Instructor – Emergency Operations Center
- FEMA Exercise Design Control Evaluate Certified
- FEMA Integrated Emergency Management Course
- US Army Corps of Engineers Contractor Quality Control Certified
- Navy Postgraduate School Center for Homeland Defense and Security Mobile Executive Training SME 2006-present
- University of North Carolina, Gilling's School of Public Health, Emergency Preparedness Certificate, Adjunct Instructor 2006-present
- Flagler College, Public Administration Program, Adjunct Professor, (Emergency Management; Fiscal Administration; Intergovernmental Relations) 2012-2017
- North Carolina SERT Emergency Operations Chief; 1990-1993
- Florida SERT Comprehensive Emergency Management Plan (CEMP) Administrator; 1993-1995
- Florida SERT Emergency Operations Chief; 1993-1995
- Florida SERT Hurricane Katrina Incident Management Team Lead (Harrison County, MS)
- Florida SERT Hurricane Wilma Incident Management Team Lead (Lee County, FL)
- Florida County (Duval) Emergency Management Director; 1996-2006
- Florida Governor's Hurricane Conference 2018; Lead Trainer; "Evaluating Debris Management and Monitoring RFPs"
- National Hurricane Conference; Response Planning Subcommittee; 2008-present;
- US Army Emergency Operations Center Training Development Team; 2014-2016
- US Army Emergency Operations Center Training Cadre; 2014-2017
- Emergency Management Accreditation Program (EMAP); Standards Subcommittee; 2015-present



Jordan McClaran, Controller

108 E Tugaloo Court
Greenville, SC 29609

(864)505-1976

jordan@southerndr.com

Jordan McClaran is attentive to detail and committed to accuracy, ensuring Southern Disaster Recovery (SDR) clients are served with integrity and efficiency. Mr. McClaran oversees an office staff who supplement his skills, further extending the overall precision with which disaster response and recovery project records are maintained. The administrative operations of SDR often receive high praise from the clients served, stating records are correct, often requiring little review or oversight.

Experience

Southern Disaster Recovery, LLC - Greenville, SC

2014 – Present

Controller

- Review and reconcile company accounts with annual revenues of \$50 million
- Communicate with clients and coordinate collection of outstanding accounts receivable
- Manage accounts payable and reconcile final payment reports to subcontractors upon project completion
- Participate in sales efforts by meeting with emergency managers and coordinating efforts to obtain preposition contracts

Cherry Bekaert, LLP - Greenville, SC

2013 – 2014

Audit Staff

- Participated in all aspects of audits and reviews for both public and private companies ranging from \$200K to \$750M in revenues
- Served clients in manufacturing, distribution, banking, real estate, not-for-profit, and governmental industries
- Managed communication with clients to determine timing of procedures as well as to ensure audit procedures would be completed based on planned timing
- Performed walkthroughs of companies' internal control processes to identify areas of risk
- Recommended internal control processes to mitigate identified risks
- Researched accounting guidance on complex accounting issues
- Performed work in high-risk audit areas including revenues, inventory, and accrued liabilities
- Drafted financial statements and communicated with managers and clients regarding financial statement edits

Cherry Bekaert LLP - Greenville, SC

2012

Audit Intern

- Aided in the audits of clients in multiple industries including banking, government, and not-for-profit
- Performed audit procedures for: Cash, PP&E, Accounts Payable, Accrued Expenses, and Single Audit
- Assisted in tax return preparation

Education

- Clemson University, Clemson, SC, August 2013, Master of Professional Accountancy
- Bob Jones University, Greenville, SC, May 2012, B.S., Accounting

Certificates

- Certified Public Accountant, State of South Carolina



CERTIFICATIONS HELD BY MANAGEMENT TEAM

Al McClaran (CEO)

IS-1	Emergency Manager: An Orientation to the Position
IS-5.a	An Introduction to Hazardous Materials
IS-7	A Citizen's Guide to Disaster Assistance
IS-10.a	Animals in Disaster: Awareness and Preparedness
IS-15.b	Special Events Contingency Planning for Public Safety Agencies
IS-22	Are You Ready? An In-depth Guide to Citizen Preparedness
IS-26	Guide to Points of Distribution
IS-33.12	FEMA Initial Ethics Orientation
IS-35.12	FEMA Safety Orientation
IS-55	Household hazardous Materials-A Guide for Citizens
IS-100.a	Introduction to Incident Command
IS-100.Pwb	Introduction to the Incident Command System for Public Works
IS-208.a	State Disaster Management
IS-230.a	Fundamentals of Emergency Management
IS-235.b	Emergency Planning
IS-240	Leadership and Influence
IS-241.a	Decision Making and Problem Solving
IS-242.a	Effective Communication
IS-253	Coordinating Environmental and Historic Preservation Compliance
IS-271	Anticipating Hazardous Weather and Community Risk
IS-293	Mission Assignment
IS-324	Community Hurricane Preparedness
IS-340	Hazardous Materials Prevention
IS-403	Introduction to Individual Assistance
IS-630	Introduction to the Public Assistance Process
IS-632	Introduction to Debris Operations
IS-634	Introduction to FEMA's Public Assistance
IS-650.a	Building Partnerships with Tribal Governments
IS-700.a	National Incident Management System (NIMS), An Introduction
IS-800.b	National Response Framework, An Introduction
IS-801	Emergency Support Functions (ESF) #1- Transportation
IS-802	ESF #2 – Communications
IS-803	ESF #3 – Public Works and Engineering
IS-804	ESF #4 – Firefighting
IS-805	ESF #5 – Emergency Management
IS-806	ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services
IS-807	ESF #7 – Logistics Management and Resource Support Annex
IS-808	ESF #8 – Public Health and Medical Services
IS-809	ESF #9 – Search and Rescue
IS-810	ESF #10 – Oil and Hazardous Materials Response Annex
IS-811	ESF #11 – Agriculture and Natural Resources Annex
IS-812	ESF #12 – Energy



- IS-813 ESF #13 – Public Safety and Security Annex
- IS-814 ESF #14 – Long Term Community Recovery
- IS-820 Introduction to NRF Support Annexes
- EM16 Debris Management (G202 12.0 Credit Hours)

Randy Thompson (Government Affairs)

- NC-1002.2 NCEMA Spring Conference
- IS-00394.A Protecting Your Home or Small Business from Disaster
- IS-00453 Introduction to Homeland Security Planning
- IS-00230.c Fundamentals of Emergency Management
- G-146 HSEEP - Homeland Security Exercise and Evaluation Program
- IS-00548 Continuity of Operations (COOP) Manager
- IS-00026 Guide to Points of Distribution
- G-386 Mass Fatalities Incident Response
- G191 ICS/EOC Interface
- G-271 Hazardous Weather and Flooding Preparedness
- G-400 ICS-400 - Advanced Incident Command System Command and General Staff – Complex Incidents
- G-300 ICS-300 - Intermediate Incident Command System for Expanding Incidents
- NC771 Brunswick WMD Training Exc
- G-400 ICS-400 - Advanced Incident Command System Command and General Staff – Complex Incidents
- NC815.1 Incident Command System 200 TTT
- NC714 WMD Radiological/Nuclear Awareness TTT
- NC290 Basic Public Information Officers (PIO)
- NC-999.3 Damage Assessment
- G-288 Local Volunteer and Donations Management
- NC654 Capstone Seminar
- G280 Public Policy in Emergency Mgmt
- G244 Developing Volunteer Resources
- G652 Managing the Search Operation
- G241.1 Basic Skills/Decision Making & Problem
- G240.1 Basic Skills/Leadership & Influence
- G-385 Disaster Response and Recovery Operations
- G320 Fundamental Course for Radiological Monitor
- G330 Refresher Course for Radiological Monitors
- NC-601 Public Officials Conference (POC)
- G326 Fundamental Course for Rad Response Teams
- G305.7 Overview of the Incident Command System
- NC-601 Public Officials Conference (POC)
- G326 Fundamental Course for Rad Response Teams
- G652 Managing the Search Operation
- G-130 Exercise Evaluation
- G120 Exercise Design Course
- G242 Basic Skills/Effective Communications



G243	Basic Skills/Creative Financing
NC-999.3a	Damage Assessment
G230	Introduction to Emergency Mgmt
G-386	Mass Fatalities Incident Response
G346	Hospital Emergency Dept Mgmt of Rad Accident
G652	Managing the Search Operation
G235	Emergency Planning Course
G305.8	Hazmat Workshop for EMS Providers
G605	Family Preparedness
G651	Managing Emergency Operations
G650	New Coord/sec Workshop
G340	Radiological Monitor Instructor Course
G323	Fundamental Crs for Radiological Officer
G801	Hazmat 1st Responder

Chip Patterson (Senior Project Manager)

Certified Emergency Manager (CEM) 2012-2017
USACE Contractor Quality Control
OSHA 30-hour Safety
OSHA HAZWOPER
NIMS/ICS Instructor
FEMA Instructor – EOC
Florida Professional Emergency Management
IS-700.a National Incident Management System (NIMS), An Introduction ICS Instructor
IS-775 FEMA ICS/EOC Instructor
FEMA Instructor – Emergency Operations Center
FEMA Exercise Design Control Evaluate Certified
FEMA Integrated Emergency Management Course
US Army Corps of Engineers Contractor Quality Control Certified
Navy Postgraduate School Center for Homeland Defense and Security Mobile Executive Training SME
2006-present
University of North Carolina, Gillings’ School of Public Health, Emergency Preparedness Certificate,
Adjunct Instructor 2006-present
Flagler College, Public Administration Program, Adjunct Professor, (Emergency Management; Fiscal
Administration; Intergovernmental Relations) 2012-2017
North Carolina SERT Emergency Operations Chief; 1990-1993
Florida SERT Comprehensive Emergency Management Plan (CEMP) Administrator; 1993-1995
Florida SERT Emergency Operations Chief; 1993-1995
Florida SERT Hurricane Katrina Incident Management Team Lead (Harrison County, MS)
Florida SERT Hurricane Wilma Incident Management Team Lead (Lee County, FL)
Florida County (Duval) Emergency Management Director; 1996-2006
Florida Governor’s Hurricane Conference 2018; Lead Trainer; “Evaluating Debris Management and
Monitoring RFPs”
National Hurricane Conference; Response Planning Subcommittee; 2008-present;
US Army Emergency Operations Center Training Development Team; 2014-2016



Southern Disaster Recovery

US Army Emergency Operations Center Training Cadre; 2014-2017
Emergency Management Accreditation Program (EMAP); Standards Subcommittee; 2015-present

Bryan Fike (Senior Director of Client Services)

State of Florida Certified – Law Enforcement Officer / Firefighter / EMT
State of Florida Narcotics Investigation, Certified
State of Florida Advanced Training and Crisis Intervention
State of Florida Liability and Safety in the Workplace
State of Florida, Incident Command Center Operations and Communication
State of Florida Advanced Life Saving Techniques, including Vehicle Extrication and Water Rescue
State of Florida Advanced Field of Training officer, Certified
State of Florida Advanced Human Diversity Training
State of Florida, Line Supervision
IS630 - Introduction to the Public Assistance Process
IS631 - Public Assistance I & II
IS632 - Debris Operations in FEMA's PA Program
IS241 - Decision Making & Problem Solving
IS393 - Introduction to Hazard Mitigation
IS547 - Continuity of Operations
IS325 - Earthquake Basics: Science, Risk, and Mitigation
ISO650 - Partnerships with Tribal Government
ISO253 - Environment & Historic Preservation
IS0022 - Citizen Preparedness
IS0394 - Protecting Homes/Small Business
ISO197 - Planning for Special Needs
ICS 100 - Introduction to ICS
ICS 200 - ICS for Single Resources and Initial Action Incidents
NIMS IS-100 - Introduction to the Incident Management System
NIMS IS-200 - ICS for Single Resources and Initial Action Incidents
NIMS IS-700 - National Incident Management System
NIMS IS-800 - National Response Framework
HSEEP Certified (Homeland Security Exercise Evaluation Program)
Asbestos Disposal Training: Type 1, 2, 3

Brett Huet (Safety Manager)

ISA Board Certified Master Arborist
ISA Certified Utility Specialist
ISA Municipal Specialist
ISA Tree Risk Assessment Qualification
California Qualified Applicator License
TCIA Certified Treecare Safety Professional
TCIA Aerial Rescue Instructor
TCIA Chainsaw Specialist Instructor
TCIA Tree Climber Specialist Instructor
TCIA Crew Leader Instructor
NATS Chainsaw Operator Technician



NATS Train the Trainer

Qualified Line Clearance Arborist

- S-131 Advanced Firefighter
 - S-211 Portable Pumps and Water Use
 - S-212 Power Saws
 - S-215 Fire Operations in the Urban Interface
 - S-216 Incident Business Management
 - S-230A Single Resource Boss
 - S-231 Engine Boss
 - S-260B Incident Business Management
 - S-390 Fire Behavior Calculations
 - IS-00700 National Incident Management System: FEMA
- CPR/1st Aid Instructor

Jordan McClaran (Controller)

Debris Management Planning for State, Tribal and Local Officials

- IS-00632.a Introduction to Debris Operations
- IS-00001.a Emergency Manager: An Orientation to the Position

Beibei Staton (Administrative Staff)

- IS-00632.a Introduction to Debris Operations
- IS-00634 Introduction to FEMA's Public Assistance Program
- IS-910 Emergency Management Preparedness Fundamentals
- IS-253 Coordinating Environmental and Historic Preservation Compliance



Southern Disaster Recovery

Modified Equipment List

Name	Equipment Description
2015 Talbert	Lowboy Trailer
2016 Kenworth T880	Road Truck w/26'Forage Trailer
2000 East Live BottomTrailer	EastLive BottomTrailer
2000 Freightliner BlueTruck	Road Tractor
2001 Peerless	Hale Trailer Brake Wheel Live BottomTrailer
2002 Mack 600 RD	Road Tractor
2004 Mack CHN 600	Road Trailer
2006 Mack CHN 600	Road Tractor
2007 Sterling(Peterson)	Blower Truck
1996 Summit # 685	Trailer SE, Live Bottom
2017 Peterbilt	Blower Truck
2006 International 4000S	Bucket Truck
2016 Volvo Artic Hauler	Off-Road Truck
2019 Kenworth T880	Road Truck w/30' Trinity Trailer
1999 Komatsu	Excavator PC300-6
2018 Peterson	Horizontal Grinder 5710D
Mccloskey	Trommel Screener
Caterpillar	Wheel Loader IT38G
2007 Komatsu	Excavator PC200LC-8
2010 Komatsu	WA250-6 Wheel Loader w/ CouplerBuckets & Forks
2005 Caterpillar	Track Loader 953C
2004 McPherson	Air Curtain Incinerator
2014 Komatsu	Excavator PC210LC-10w/42" bucket&thumb
2014 Komatsu	Crawler Dozer D39PX-23
Precision	200 HP Chipper w/screen, blower & vibrating conveyor
Reach	Reach Fork lift 6K-34'Diesel FL01-0381
2017 Komatsu	Excavator PC170LC-10w/42" bucket & thumb
2017 CAT	Track Loader 259D
Komatsu	Wheel Loader WA320-7w/bucket

*SDR also has a dedicated fleet of subcontractors with 90+ self-loaders and 60+ bucket trucks.

109 White Oak Rd. Greenville SC 29609 | Office 864-469-9776 | Fax 864-469-9642

www.southerndr.com



TAB 4 - EXPERTISE IN FEMA REIMBURSEMENT PROCESS



FEMA REIMBURSEMENT PROCESSES

Southern Disaster Recovery (SDR) is highly experienced and qualified to assist any entity with all aspects of FEMA reimbursement and documentation. We have the expertise to perform the tasks of the project to meet the needs of the entity and maximize funds reimbursement. Our operations are based on the Public Assistance Program as stipulated in The Stafford Act and clarified in 44 CFR, FEMA's 325 Guide, the 9500 series and various other FEMA publications on the subject of disaster debris management.

Most of our clients participate in the Alternative Procedures Pilot Program for Debris Removal instituted by the 2013 Sandy Recovery Improvement Act. SDR's FEMA Liaison, Johnny DeLoach, is a retired FEMA employee, where he was the Deputy for Debris in FEMA Region IV (Southeastern US headquartered in Atlanta). After leaving FEMA, Mr. DeLoach acted as a consultant to states, counties, and the United States Army Corps of Engineers. His duties included: Preliminary Damage Assessment (PDAs), preparation and review of Project Worksheets (PWs), securing Immediate Needs Funding (INF) and Expedited Funding. Additionally, he has been called upon for problem resolution and closeout. Randy Thompson, SDR's Government Affairs, has experience in effective training of emergency management personnel related to critical facilities protection programs. Mr. Thompson's knowledge of FEMA regulations and environmental concerns for localities ensures that SDR's processes are according acceptable strategies and practices.

SDR's owner, Al McClaran, prepared the Jefferson County Georgia Debris Management Plan for Lamar Baxley (Jefferson County Director of Emergency Management). He conducted debris operations training for Gordon County Georgia Emergency Management and Public Works at the request of Richard Cooper, Director of Emergency Management. Furthermore, he has reviewed and assisted the Banks County Georgia Debris Management Plan prepared by Deidra Moore (Banks County Director of Emergency Management) and the Wilkes County Georgia Debris Management Plan prepared by Blake Thompson (Wilkes County Director of Emergency Management). In South Carolina, he reviewed the York County Debris Management plan. Al McClaran, CEO, has assisted county officials in PDAs, PWs and INF. Furthermore, all SDR office staff are familiar with FEMA reimbursement process and are available to assist clients with questions regarding the process.

In addition to the staff named herein, several other high-level project management staff such as Chip Patterson and Chris Johnson, have extensive experience, spanning decades, with emergency management programs and protocols, which further bolsters our ability to meet the needs of entities to recover and remove debris in a manner that is safe, efficient, and affords the maximum amount of FEMA reimbursement.

Comprehensively, our staffs' knowledge of FEMA regulations and environmental concerns for localities ensures that SDR's processes are according acceptable strategies and practices.

DOCUMENTATION, REPORTING, AND RECONCILIATION

PROPRIETARY NOTICE

This document includes data that shall not be disclosed outside the Government, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation of company capabilities in conjunction of any proposal or award, without consent from Southern Disaster Recovery (SDR).

Onsite monitoring of disaster debris during a recovery project is typically managed by a firm specializing in debris monitoring and tracking. Should an entity require self-monitoring by the debris recovery and removal contractor during a declared disaster, Southern Disaster Recovery (SDR) has access to a leading storm management software system, STORMadms™, which was designed to streamline debris tracking and ticketing. STORMadms™ applications and reporting work together to support overall management of a project, drive down costs, increase efficiency, and, easily integrates with SDR's QuickBooks and Microsoft Office applications.



SDR's current electronic protocol for debris data management easily supports the importing of any data output from a Monitoring Firm's Automated Debris Management System (ADMS). The integration of our selected software choices provides intelligent, flexible, and accessible methodology to manage complex work. In the absence of a Monitoring Firm's ADMS, SDR has a robust field documentation system that has proven its reliability as source documentation for FEMA and other federal funding program reimbursements. SDR recognizes the importance of, and the details required, for documenting and reporting disaster recovery services throughout the entire recovery process. Our project management documentation process is built to exceed related federal guidance including:

- Archived Documents Include:
 - FEMA 321 Public Assistance Policy Digest
 - FEMA 322 Public Assistance Guide
 - FEMA 325 Public Assistance Debris Management Guide
 - FEMA 329 Debris Management Brochure
 - FEMA Disaster Assistance Policy
 - DAP 9523.11: Hazardous Stump Extraction and Removal Eligibility
 - DAP 9523.12: Debris Operations; Hand loaded trucks and trailers
 - DAP 9523.13: Debris Removal from Private Property
 - DAP 9523.4: Demolition of Private Structures
 - FEMA Fact Sheets
 - 9580.1 Public Assistance Debris Operations Job Aid
 - 9580.4 Debris Operations
 - 9580.201 Debris Removal – Applicant's Contracting Checklist
 - 9580.203 – Debris Monitoring
- FP 104-009-1 Public Assistance Program and Policy Guide
- FEMA Stafford Act Sections 403 & 407



- FEMA Stafford Act Section 316
- 44 CFR 10.8(d)(2) Determination of requirement for environmental reviews
- 44 CFR 206.44 Implementing CoBRA
- National Environmental Protection Act (NEPA)
- FHWA/ER Program - 23 CFR 668 Subpart A
- USACOE EM 385-1-1 Safety Guidance/Accident Prevention Plan

SDR structures our service delivery, plans/procedures, and training to ensure we conduct a disaster recovery project for the greatest federal government reimbursement to our client. Our plans and procedures include the field deployed, command center, and administrative tools to ensure proper documentation of the removal of eligible debris. Our protocols assure the entities to which we are contracted that their federal reimbursement will be fully maximized.

Our system is built upon:

- ✓ Proper certification of haul vehicles with entity signatures and approvals.
- ✓ Proper field documentation of each load hauled with identification of the particular certified vehicle, driver and location of eligible debris removed.
- ✓ Proper field documentation of each load disposed of (or reduced) with specific information concerning the disposal location and the safe, permitted operation of that disposal (or reduction site) location.
- ✓ Daily reports (including access to those reports) of the updated loads hauled database to ensure ongoing transparency and communication of work accomplished.
- ✓ Field documentation fully supported by detailed reports and up-to-date databases that describe eligible debris removed from eligible roadways.

Additionally, SDR's project management documentation process provides for positive identification and control of work on FHWA and other federal aid eligible roads.

Most jurisdictions anticipate receiving disaster recovery funding from various state and/or federal agencies, which necessitates strict adherence to established guidelines and the provision of required documentation. In addition, systems must validate the exact level of effort provided by the contractor in order to properly control and verify the work effort. To that end, SDR has established a catalog of forms and documentation, which successfully provides the required information for full reimbursement from the various funding agencies, as well as the essential documents to secure payment to the contractor.

The following pages detail SDR's forms and processes for each step of the project.

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HOURLY TIME SHEETS

The *Hourly Push Time Sheet* is used during the 70-hour “push” or “cut and toss” phase to properly identify who worked, their job classification, work performed, and any equipment utilized. The connectivity between labor hours and equipment run-time is very important in final documentation and FEMA reimbursement.

		SOUTHERN DISASTER RECOVERY 108 White Oak Road Greenville, SC 29608 www.southern-dr.com P. (864) 498-3775 F. (864) 498-8842							
TIME SHEET									
APPLICANT	Subcontractor	Crew Number	LOCATION/SITE						
NOTES									
Personnel / Equipment	OPERATOR'S NAME	DATE AND HOURS WORKED EACH DAY							TOTAL HOURS
INDICATE MAKE, MODEL, AND JOB DESCRIPTION AS APPROPRIATE		DATE							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		HOURS							
		INITIALS							
CERTIFIED BY:		TITLE		DATE					

SDR Hourly Push Time Sheet (Document shown smaller than actual size)

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DEBRIS MANAGEMENT SITE ASSESSMENT FORM

Concurrently, during the 70-hour “push” or “cut and toss” phase, entity officials and SDR will be preparing for the debris removal phase of the operation. Typically, before the debris removal phase can start, Temporary Debris Management Sites (TDMS) must be established. The sample form below is designed to document the site assessment; gather information to complete any state and/or local permits; and, document the completion of the site as a TDMS.

SDR DEBRIS MANAGEMENT SITE ASSESSMENT (Document shown smaller than actual size)

As TDMS's are being constructed or modified per the permit requirements, the entity officials and SDR will certify trucks to prepare for the “load/haul” stage of disaster debris recovery/management.

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- Truck capacity in cubic yards
- Load percentage full, as assigned by the Client Representative in the tower
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, other
- Point of origin for debris collection, time loaded and unloaded, including location of the temporary disposal site

		2201
Load Ticket		
Contracting Agency:		Date:
Subcontractor:		
Truck No.:	Max Load Capacity:	CY
Loading Site: (Street or Intersection, City, County)		
Load Classification: (check one)		
<input type="checkbox"/> Vegetative/Woody	<input type="checkbox"/> C & D	
<input type="checkbox"/> Mixed	<input type="checkbox"/> Mulch	
<input type="checkbox"/> White Goods	<input type="checkbox"/> Other (specify):	
Driver's Name: (print)		
Loading Site Departure Time:		
Agency Loading Site Monitor:		
Signature:		ID #:
Disposal Site Location:		
Disposal Site Arrival Time:		
Debris Quantity Estimate:	Cubic Yard Estimate:	Tons:
% Full	CY's	
Agency Disposal Site Monitor:		
Signature:		ID #:
Notes:		
<small>Southern Disaster Recovery, 419 The Parkway #214, Greer, SC 29650 - Ph: 864-561-7797</small> <small>White: SDR - Blue: Invoice Copy - Green: Agency - Canary: Client Tower - Pink: Truckers Copy - Gold: Client Field</small>		

SDR 6-part Sequentially Numbered Load Ticket (Document shown smaller than actual size)

As demonstrated in the preceding example, the load ticket records all necessary identifying data to expedite data processing, compensation, and reimbursement.

The distribution of all ticket copies for the various type of debris will be determined by the contractor and the designated Project Officer.

Entity officials may authorize other debris recovery tasks during debris management for which the Load Ticket is not suitable. Specifically, leaners and hangers have unique documentation requirements.



LEANER/HANGER WORKSHEET

The *Hanger/Leaner Worksheet* documents the eligible work effort of the assigned crew in the field in a manner consistent with the FEMA Public Assistance Program and Policy.

Leaner / Hanger Worksheet

This # is total # 1000



Applicant : _____ Date: _____

Contractor: _____ Subcontractor: _____ Truck# _____

Applicant Representative: _____

No.	Physical Location (i.e. Street Address, etc.)	Describe Facility (ROW, R.O.E., Park, City Hall, etc.)	GPS (Decimal Degrees)		* Leaner or Hanger		Picture # and Comments
					Leaner Tree Size(Dia. In.)	Hanger	
1			Lat(N)	Long(W)			
2			Lat(N)	Long(W)			
3			Lat(N)	Long(W)			
4			Lat(N)	Long(W)			
5			Lat(N)	Long(W)			
6			Lat(N)	Long(W)			
7			Lat(N)	Long(W)			
8			Lat(N)	Long(W)			
9			Lat(N)	Long(W)			
10			Lat(N)	Long(W)			
11			Lat(N)	Long(W)			
12			Lat(N)	Long(W)			
13			Lat(N)	Long(W)			
14			Lat(N)	Long(W)			
15			Lat(N)	Long(W)			
16			Lat(N)	Long(W)			
17			Lat(N)	Long(W)			
18			Lat(N)	Long(W)			
19			Lat(N)	Long(W)			
20			Lat(N)	Long(W)			
21			Lat(N)	Long(W)			
22			Lat(N)	Long(W)			
23			Lat(N)	Long(W)			
24			Lat(N)	Long(W)			
25			Lat(N)	Long(W)			
26			Lat(N)	Long(W)			
27			Lat(N)	Long(W)			

* White: SDR * Blue: Driver * Green: Client * Canary: Field

SDR Leaner/Hanger Worksheet (Document shown smaller than actual size)

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DATA VERIFICATION AND REPORTING

Just as in the Field Ticketing for Loads and Time/Material Tickets, the third-party independent monitor signature is an important validation for the County to document for disaster reimbursement purposes.

Following the collection of data in the field via Load Tickets or Leaner/Hanger Worksheets, all documents are entered into a spreadsheet for subsequent reports and invoicing. Entity officials and will receive daily reports and updates

that are integrated into the entity's situation reporting, enabling the production of any manner of report for daily briefings, weekly rollups, or work reconciliation. Reports are tailored to support the unique needs of each client.

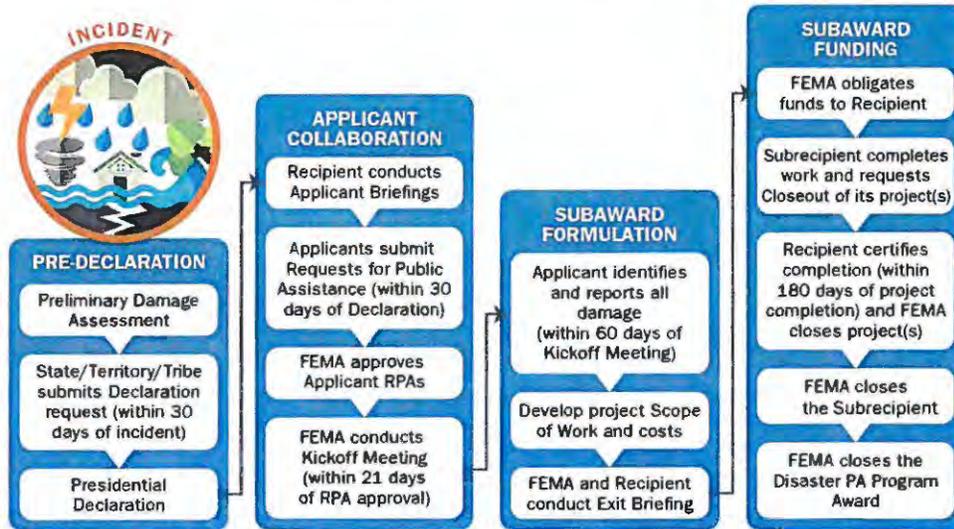
In addition to the aforementioned forms, SDR may provide the following source documentation in conjunction with the entity's monitoring firm:

1. Monitored Time and Materials Tickets and Summary Spreadsheets
2. Debris estimate reports
3. TDMS
 - a. Lease Agreement (if warranted)
 - b. Property Owner Releases
 - c. Pre-cleanup pictures of site
 - d. Site Characterization Report; Soil samples
 - e. State Environmental Agency Permit
4. Truck Certification Forms, Photos, Summary Spreadsheets
5. Daily Action Plan(s), Damage Reports, Customer Contact Reports
6. Monitored Load/Haul Tickets, Summary Spreadsheets, Daily Reports
7. Monitor Tower Log Sheets, Daily Reports
8. Monitor Tower Log Sheets, Monitored Haul Out Load Tickets/Tipping Tickets, Sales Receipts (if warranted); disposal locations permits/name, addresses, contact information
9. Monitor Geo-locate, Review/inspection prior to work
10. TDMS Closeout Report

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FEMA PROGRAM ASSISTANCE COORDINATION

SDR's FEMA Program Director can set up and coordinate necessary meetings. The Program Director will meet with the entity to review and/or update existing information that may be required for FEMA reimbursement submittals, and detail item checklists required for each FEMA categories A and B.



SDR's Program Assistance will include the following:

- Coordination with the entity to submit an official request for State assistance and FEMA inspection.
- Local government representation: SDR can train and assist the entity's personnel with submittal forms for force labor accounts and equipment inventory data sheets.
- Evaluation of the entity's FEMA Project Worksheet (PW) for accurate scope of work and unit costs.
- Recovery process documentation: SDR can assist the entity in formulating a plan to process all daily logs, tickets from the field/contractor, and enter data of the recovery process. Perform daily and/or weekly ticket reconciliation, and final reconciliation of debris removal ticket ledgers and disposal ledgers (TDMS to final disposal), per FEMA requirements. Provide FEMA Category A submittals, including final inspection reports.
- Examination of project documentation for consistency, compliance, and completeness. Assist with submission of Requests for Payment, if necessary.
- Recommendations to entity representatives for reimbursement tasks.
- Negotiation assistance with state and/or federal entities, if needed. Verification of work-item tasks completion for FEMA Category A-B for contract closeout.

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TAB 5 - PAST PERFORMANCE



PAST PERFORMANCE SUMMARIES: 2014 - 2019

2018 - Hurricanes Michael & Florence: Hurricane's Michael and Florence ravaged the Southeastern and Gulf Coasts. As the Prime Contractor for several debris removal projects, Southern Disaster Recovery (SDR) managed eleven contracts in North Carolina and South Carolina. We successfully processed over 248,200 cubic yards of Vegetative and C&D debris valued at over \$5.2 million while also simultaneously performing debris removal as a result of the catastrophic California wildfires that has continued into 2019.

2017 - Hurricane Irma: Southern Disaster Recovery (SDR) managed multiple vegetative and C&D debris removal contracts resulting from Hurricane Irma. In Georgia, we were the prime contractor on five debris removal contracts and operated as the prime-sub on eight contracts in Florida and Georgia. In total, SDR processed over 1,500,000 cubic yards of Vegetative and C&D debris on contracts totaling \$18.7 million. Outside of debris recovery and removal, SDR completed a Florida beach berm restoration project hauling over 317,000 tons of sand with a total contract valued at over \$7.5 million.

After a disaster, your full economic recovery is our priority!

2016 - Hurricane Matthew: Hurricane Matthew affected the coasts of Georgia, South Carolina, and North Carolina in October 2016. SDR managed multiple vegetative and C&D debris removal contracts in eight SCDOT Counties; Hunting Island, SC; the town of Summerville; the city of Lumberton, NC; and seven GDOT Counties. We processed over 1,000,000 cubic yards of Vegetative and C&D debris on contracts totaling \$16.5 million.

2015 - Historic SC Flooding: Severe flooding caused catastrophic damage in South Carolina during 2015. SDR managed debris removal contracts for C&D debris on state SCDOT roads in Horry and Georgetown counties, Georgetown County roads, and roads within the city of Georgetown, SC.

2015-2016 - Butte Wildfires, California: Following wildfires along utility lines in San Andreas, California, SDR was contracted to do a \$3.5 million tree removal project employing and managing up to 100 laborers comprising 25 work crews.

2014 - Winter Storm Pax: SDR simultaneously directed debris removal and hauling operations for seven different contracts in four South Carolina counties, including county and SCDOT maintained roads, school and county properties, and public service authority rights-of-way as well as creek debris removal. In total, we collected and processed over 2,000,000 cubic yards of debris valued at over \$48 million.



COMPLETED PROJECTS: 2012 - 2019

Year Completed	Start Date	Stop Date	Job Name and Description	Owner	State	Prime Or Sub	Contract Amount	Total CY	Status
2019	8/28/2018	4/19/2019	Bradford Co, FL - Creek Debris Removal	Bradford County	Florida	Prime Contractor	\$ 2,557,000	500 tons	Completed
2018	11/2/2018	12/19/2018	Hurricane Florence: Beaufort Co, NC - Debris Removal	Beaufort County	North Carolina	Prime Contractor	\$ 178,700	18,700	Completed
2018	9/30/2018	1/23/2019	Hurricane Florence: Pamlico - Debris Removal	NC DOT	North Carolina	Prime Contractor	\$ 3,294,000	111,900	Completed
2018	10/1/2018	12/6/2018	Hurricane Florence: City of Goldboro, NC - Debris Removal	City of Goldboro	North Carolina	Prime Contractor	\$ 370,000	45,100	Completed
2018	11/5/2018	11/17/2018	Hurricane Florence: Craven - Debris Removal	NC DOT	North Carolina	Prime Contractor	\$ 941,000	39,000	Completed
2018	11/3/2018	11/7/2018	Hurricane Michael: Kitty Hawk, NC - Debris Removal	Kitty Hawk	North Carolina	Prime Contractor	\$ 38,000	3,400	Completed
2018	10/29/2018	11/2/2018	Hurricane Michael: Town of Duck, NC - Debris Removal	Town of Duck	North Carolina	Prime Contractor	\$ 22,100	2,000	Completed
2018	10/18/2018	10/29/2018	Hurricane Michael: Kill Devil Hills, NC - Debris Removal	Kill Devil Hills	North Carolina	Prime Contractor	\$ 111,800	10,400	Completed
2018	10/2/2018	10/27/2018	Hurricane Florence: Marion - Debris Removal	SC DOT	South Carolina	Prime Contractor	\$ 163,000	8,000	Completed
2018	10/9/2018	10/19/2018	Hurricane Florence: Chesterfield - Debris Removal	SC DOT	South Carolina	Prime Contractor	\$ 24,000	800	Completed
2018	10/10/2018	10/17/2018	Hurricane Florence: Town of Bogue, NC - Debris Removal	Town of Bogue	North Carolina	Prime Contractor	\$ 62,200	8,900	Completed
2018	12/4/2017	5/30/2018	Brevard Beach Berm Restoration Project	Brevard County	Florida	Prime Contractor	\$ 7,554,000	235,400 (sand)	Completed
2018	3/10/2017	5/26/2018	Seagrape Trail Beach Berm Restoration Project	HOAs: Baytree, Sea Colony, Sea Oaks	Florida	Prime Contractor	\$ 250,000	6,100 (sand)	Completed
2018	12/3/2017	2/25/2018	Hurricane Irma: Banks Co, GA - Debris Removal	Banks County	Georgia	Prime Contractor	\$ 1,086,000	27,100	Completed
2018	10/12/2017	2/23/2018	Hurricane Irma: Macon Bibb, GA- Dabris Removal	Macon-Bibb County	Georgia	Prime Contractor	\$ 1,924,000	96,800	Completed
2018	9/19/2017	2/13/2018	Hurricane Irma: Nassau Co, FL- Debris Removal	Crowder Gulf	Florida	Sub Contractor	\$ 2,639,000	206,000	Completed
2018	9/16/2017	2/11/2018	Hurricane Irma: Clay Co, FL - Debris Removal	Crowder Gulf	Florida	Sub Contractor	\$ 4,383,000	423,600	Completed
2018	10/2/2017	2/10/2018	Hurricane Irma: Lumpkin Co, GA- Debris Removal	Lumpkin County	Georgia	Prime Contractor	\$ 944,000	35,200	Completed
2018	11/14/2017	2/2/2018	Hurricane Irma: Putnam Co, FL- Debris Removal	Crowder Gulf	Florida	Sub Contractor	\$ 3,199,000	315,000	Completed
2018	11/10/2017	1/13/2018	Hurricane Irma: Forsyth Co, GA- Debris Removal	Forsyth County	Georgia	Prime Contractor	\$ 92,000	7,200	Completed
2017	9/24/2017	12/10/2017	Hurricane Irma: City of Deltona, FL - Debris Removal	Crowder Gulf	Florida	Sub Contractor	\$ 2,853,000	274,900	Completed
2017	10/8/2017	12/10/2017	Hurricane Irma: DeSoto County, FL - Site Mngmt	Crowder Gulf	Florida	Sub Contractor	\$ 530,000	78,900	Completed
2017	10/16/2017	12/3/2017	Hurricane Irma: White, GA - Debris Removal	White County	Georgia	Prime Contractor	\$ 111,000	8,900	Completed
2017	10/5/2017	11/21/2017	Hurricane Irma: City of Palmetto, FL -Debris Removal	Crowder Gulf	Florida	Sub Contractor	\$ 184,000	17,700	Completed
2017	10/8/2017	11/19/2017	Hurricane Irma:City of Arcadia, FL - Site Mngmt	Crowder Gulf	Florida	Sub Contractor	\$ 42,000	34,700	Completed
2017	10/6/2017	11/8/2017	Hurricane Irma: City of Miami, FL - Debris Removal	Crowder Gulf	Florida	Sub Contractor	\$ 441,000	14,400	Completed
2017	10/1/2017	11/5/2017	Hurricane Irma: City of St. Marys, GA- Debris Removal	Barnett Southern	Georgia	Sub Contractor	\$ 286,400	25,700	Completed
2017	9/18/2017	10/3/2017	Hurricane Irma: City of Sarasota, FL- Debris Removal	Ceres Environmental	Florida	Sub Contractor	\$ 36,000	4,300	Completed
2017	6/30/2017	7/7/2017	City of Pembroke, GA - Tree Clearing	Pembroke, GA	Georgia	Prime Contractor	\$ 99,000	836 trees	Completed
2017	4/1/2017	4/9/2017	Hurricane Matthew: Hunting Island, SC - Debris Removal	South Carolina Parks & Rec	South Carolina	Prime Contractor	\$ 748,000	N/A	Completed
2017	3/31/2017	4/2/2017	Hurricane Matthew: Brantley County, GA - Debris Grinding	Brantley County	Georgia	Prime Contractor	\$ 79,000	28,500	Completed
2017	2/28/2017	3/19/2017	Hurricane Matthew: Evans County, GA - Debris Burning	Evans County	Georgia	Prime Contractor	\$ 40,000	26,700	Completed
2017	3/6/2017	3/19/2017	Hurricane Matthew: SCDOT Bamberg - Debris Grinding	South Carolina DOT	South Carolina	Prime Contractor	\$ 9,000	1,700	Completed
2017	1/30/2017	2/26/2017	Hurricane Matthew: GDOT Screven - Debris Removal	Georgia DOT	Georgia	Prime Contractor	\$ 123,000	10,200	Completed
2017	2/4/2017	2/26/2017	GA Tomadoes: Thomas County, GA - Debris Removal	Thomas County	Georgia	Prime Contractor	\$ 106,000	12,200	Completed



COMPLETED PROJECTS: 2012 - 2019

2017	11/18/2016	2/12/2017	Hurricane Matthew: GDOT Bryan - Debris Removal	Georgia DOT	Georgia	Prime Contractor	\$ 376,000	23,500	Completed
2017	11/10/2016	2/12/2017	Hurricane Matthew: GDOT Effingham - Debris Removal	Georgia DOT	Georgia	Prime Contractor	\$ 192,000	11,200	Completed
2017	11/29/2016	2/7/2017	Hurricane Matthew: GDOT Bulloch - Debris Removal	Georgia DOT	Georgia	Prime Contractor	\$ 731,000	53,300	Completed
2017	11/10/2016	2/6/2017	Hurricane Matthew: City of Lumberton, NC - Debris Removal	Lumberton, NC	North Carolina	Prime Contractor	\$ 930,000	29,000	Completed
2017	10/27/2016	2/3/2017	Hurricane Matthew: Effingham County, GA - Debris Removal	Effingham County	Georgia	Prime Contractor	\$ 274,000	13,700	Completed
2017	10/13/2016	1/30/2017	Hurricane Matthew: SCDOT Georgetown - Debris Removal	South Carolina DOT	South Carolina	Prime Contractor	\$ 4,523,000	284,200	Completed
2017	12/14/2016	1/29/2017	Hurricane Matthew: SCDOT Jasper - Debris Removal	Ceres Environmental	South Carolina	Sub Contractor	\$ 361,000	36,300	Completed
2017	10/27/2016	1/29/2017	Hurricane Matthew: SCDOT Lee - Debris Removal	South Carolina DOT	South Carolina	Prime Contractor	\$ 310,000	17,000	Completed
2017	10/15/2016	1/25/2017	Hurricane Matthew: SCDOT Marion - Debris Removal	South Carolina DOT	South Carolina	Prime Contractor	\$ 3,799,000	251,000	Completed
2017	11/22/2016	1/25/2017	Hurricane Matthew: GDOT Evans - Debris Removal	Georgia DOT	Georgia	Prime Contractor	\$ 81,000	5,700	Completed
2017	11/11/2016	1/21/2017	Hurricane Matthew: GDOT Glynn - Debris Removal	Georgia DOT	Georgia	Prime Contractor	\$ 153,000	7,600	Completed
2017	11/6/2017	1/20/2017	Hurricane Matthew: GDOT Camden - Debris Removal	Georgia DOT	Georgia	Prime Contractor	\$ 84,000	4,300	Completed
2017	10/26/2016	1/19/2017	Hurricane Matthew: Hampton County, SC - Debris Removal	Hampton County	South Carolina	Prime Contractor	\$ 657,000	23,700	Completed
2017	11/10/2016	1/14/2017	Hurricane Matthew: SCDOT Hampton - Debris Removal	Ceres Environmental	South Carolina	Sub Contractor	\$ 755,000	61,600	Completed
2017	10/26/2016	1/5/2017	Hurricane Matthew: SCDOT Berkeley - Debris Removal	Ceres Environmental	South Carolina	Sub Contractor	\$ 693,000	48,400	Completed
2017	10/26/2016	1/1/2017	Hurricane Matthew: SCDOT Clarendon - Debris Removal	South Carolina DOT	South Carolina	Prime Contractor	\$ 922,000	53,700	Completed
2016	10/23/2016	12/31/2016	Hurricane Matthew: Pawleys Plantation - Debris Removal	Pawleys Plantation POA	South Carolina	Prime Contractor	\$ 229,000	13,200	Completed
2016	10/9/2016	11/14/2016	Hurricane Matthew: Summerville, SC - Debris Removal	Summerville, SC	South Carolina	Prime Contractor	\$ 468,000	44,300	Completed
2016	11/5/2016	11/13/2016	Hurricane Matthew: Beaufort County, NC - Debris Removal	Beaufort County	North Carolina	Prime Contractor	\$ 28,000	3,700	Completed
2015	10/21/2015	12/31/2015	SC Flooding: Georgetown County/DOT - Debris Removal	South Carolina DOT	South Carolina	Prime Contractor	\$ 676,000	76,300	Completed
2015	10/21/2015	12/31/2015	SC Flooding: Horry County/DOT - Debris Removal	South Carolina DOT	South Carolina	Prime Contractor	\$ 11,000	800	Completed
2015	10/21/2015	12/23/2015	Butte Wildfires (CA) - Utility Line Clearing	Philips & Jordan	California	Prime Contractor	\$ 3,500,000	N/A	Completed
2014	3/31/2014	10/3/2014	Allendale County, SC - Debris Removal	Allendale County	South Carolina	Prime Contractor	\$ 887,000	31,500	Completed
2014	3/18/2014	8/28/2014	SC DOT Aiken - Debris Removal	JB Coxwell	South Carolina	Sub Contractor	\$ 68,000		Completed
2014	3/1/2014	8/25/2014	Williamsburg County, SC - Debris Removal	Williamsburg County	South Carolina	Prime Contractor	\$ 3,965,000	L&H	Completed
2014	6/13/2014	8/21/2014	Horse Creek Water Trail - Debris Removal	Aiken County	South Carolina	Prime Contractor	\$ 4,510,000	50,000	Completed
2014	3/1/2014	8/8/2014	Aiken County, SC - Debris Removal	Aiken County	South Carolina	Prime Contractor	\$ 25,842,000	1,433,000	Completed
2014	6/25/2014	7/19/2014	City of Aiken, SC - Debris Removal	Aiken, SC	South Carolina	Prime Contractor	\$ 173,000	N/A	Completed
2014	1/20/2014	5/20/2014	White Horse Road Demo - site clearing	NAIEF	South Carolina	Prime Contractor	\$ 164,000	N/A	Completed
2014	2/22/2014	5/13/2014	Barnwell County, SC - Debris Removal	Barnwell County	South Carolina	Prime Contractor	\$ 2,792,000	80,000	Completed
2014	2/12/2014	4/30/2014	SC DOT Barnwell - Debris Removal	JB Coxwell	South Carolina	Sub Contractor	\$ 8,736,000	473,000	Completed
2014	3/1/2014	4/30/2014	Aiken County School District - Debris Removal	Aiken County School District	South Carolina	Prime Contractor	\$ 637,000	N/A	Completed
2014	2/22/2014	4/14/2014	Lexington County, SC - Debris Removal	DRC Emergency Services	South Carolina	Sub Contractor	\$ 162,000	32,400	Completed
2013	7/25/2013	8/21/2013	North Dakota - Aggregate Hauling	Rock Solid Express	North Dakota	Sub Contractor	\$ 313,000	N/A	Completed
2012	9/14/2012	11/9/2012	St. John the Baptist Parish, LA - Debris Removal	DRC Emergency Services	Louisiana	Sub Contractor	\$ 165,000	25,000	Completed



Past Projects References

Project	Date	Total CY/ Tons	Total Dollar Amount	Contact	Comments
2018 Hurricane Florence North Carolina DOT Pamlico	9/30/2018 to 12/14/2018	111,900	\$ 3.3 million	Name: Jeremy Stroud	Vegetative and C&D Debris Removal
				Title: Division 2 Maintenance Engineer	
				Phone: 252-775-06103	
				Email: jdstroud@ncdot.gov	
Address:					
2016 Hurricane Matthew South Carolina DOT 4 Counties	10/15/2016 to 03/28/2017	642,000	\$ 9.5 million	Name: David Cook	Vegetative and C&D Debris Removal
				Title: SCDOT Maintenance Director	
				Phone: 803-315-8568	
				Email: cookdb@scdot.org	
Address: 955 Park St. Columbia, SC 29201					
2014 Ice Storm Aiken County, SC Aiken, SC - Roads	02/13/2014 to 08/8/2014	1,433,000	\$26 million	Name: Paul Matthews	Vegetative and C&D Debris Removal
				Title: EMA Director	
				Phone: 803-642-2561	
				Email: pmatthews@aikencountysc.gov	
Address: 1930 University PKW Suite 3000 Aiken, SC 29801					
2014 Ice Storm Barnwell County, SC SC DOT- Barnwell Co.	02/13/2014 to 07/20/2014	1,000,000	\$11.5 million	Name: Roger Riley	Vegetative and C&D Debris Removal
				Title: Director of Emergency Management	
				Phone: 803-541-2013	
				Email: rriley@barnwellsc.com	
Address: 57 Wall St. Barnwell, SC 29812					
Aiken Co. Facilities, School District, Public Service Authority, Horse Creek water Trail.	02/13/2014 to 08/8/2014	500,000	\$6 million	Name: Paul Matthews	Removed and Processed Debris
				Title: EMA Director	
				Phone: 803-642-2561	
				Email: pmatthews@aikencountysc.gov	
Address: 1930 University PKW Suite 3000 Aiken, SC 29801					



**2017 HURRICANE IRMA
VEG & C&D DEBRIS REMOVAL
5 GA COUNTIES
8 FL COUNTIES/CITIES**



CLIENT / OWNER

Various Counties and Cities in
Georgia and Florida

VALUE

\$18.7 Million

PROJECT FEATURES

Debris Removal
Debris Management
FEMA PA Reimbursement

COMPLETION

March 2018

REFERENCE

Macon-Bibb, GA
Spencer Hawkins
EM Director
shawkins@maconbibb.us
478.832.6301

Forsyth Co, GA
Chris Grimes
Deputy Director
cggrimes@forsythco.com
770.205.5674

PROJECT DESCRIPTION

After Hurricane Irma in 2017, Southern Disaster Recovery managed debris removal contracts of Vegetative, C&D Debris, as well as leaner and hanger removal. SDR was the prime contractor on five debris removal contracts in Georgia and operated as the prime sub on eight debris removal contracts in Florida and Georgia, including the Florida counties of Clay, Nassau, and Putnam, and the City of Deltona, Florida. SDR processed over 1,500,000 cubic yards of vegetative and C&D debris.

Additionally, SDR was the prime contractor for a Florida Beach Berm Restoration project requiring over 317,000 tons of sand.

PROJECT HIGHLIGHTS

Throughout this six-month FEMA (PA) funded debris removal and disposal project, SDR utilized:

- 50 Bucket Trucks
- 200 Self-Loaders
- 4 Horizontal Grinders
- 1 air curtain burner
- 6 High-Tip Wheel Loaders
- 3 Track Hoes
- 45 80-CYD Dump Trailers



**2016 HURRICANE MATTHEW
DEBRIS, C&D REMOVAL
LUMBERTON NC, TOWN OF
SUMMERVILLE, SC, 8 SC DOT
COUNTIES, 7 GA DOT COUNTIES**



CLIENT / OWNER

SCDOT, GDOT, various counties

VALUE

\$16.5 Million

PROJECT FEATURES

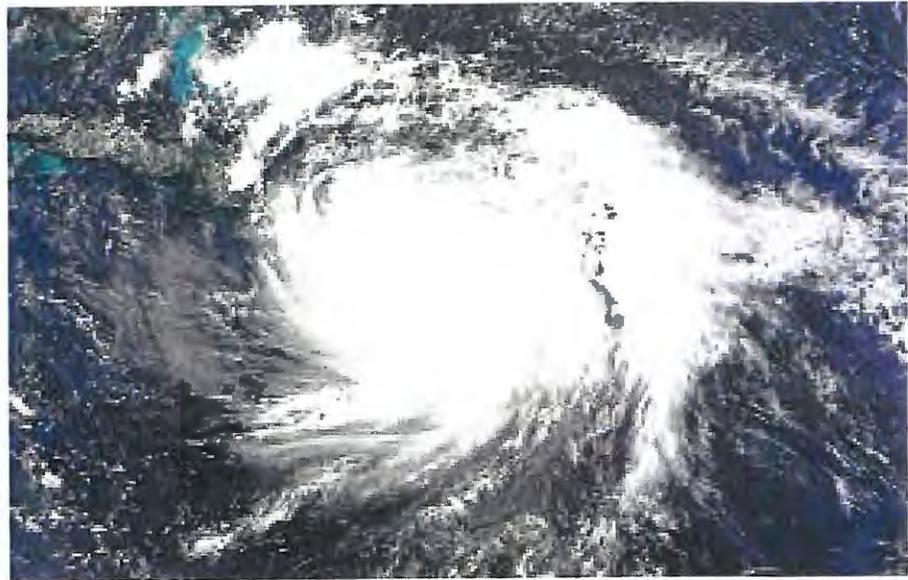
Debris Removal
Debris Management
FEMA PA Reimbursement

COMPLETION

Feb. 2017

REFERENCE

David Cook
SCDOT Maintenance Director
cookdb@scdot.org
803.737.0676



PROJECT DESCRIPTION

Following Hurricane Matthew in 2016, Southern Disaster Recovery managed debris contracts for removal of Vegetative and C&D Debris. SDR had contracts for removal in 8 SCDOT Counties, Hunting Island, SC, Town of Summerville, City of Lumberton, NC, and 7 GDOT Counties. SDR processed over 1,000,000 cubic yards of Vegetative and C&D debris.

PROJECT HIGHLIGHTS

Throughout this six-month FEMA PA-funded debris collection and disposal project, SDR utilized:

- 139 Bucket Trucks
- 200 Self-Loaders
- 3 Horizontal Grinders
- 1 Air Curtain Burner
- 4 High-Tip Wheel Loaders
- 4 Track Hoes
- 46 80-CYD Dump Trailers

**2015 SC FLOOD-RELATED
DEBRIS REMOVAL
GEORGETOWN & HORRY
COUNTIES, SC**



CLIENT / OWNER

Horry & Georgetown Counties,
South Carolina

VALUE

\$687,000

PROJECT FEATURES

Debris Collection / Removal
Debris Management
FEMA PA Reimbursement

COMPLETION

Oct 21, 2015 – Dec 23, 2015

REFERENCE

David Cook
SCDOT Maintenance Director
cookdb@scdot.org
803.737.0676



PROJECT DESCRIPTION

In 2015 rainfall across parts of South Carolina reached 500-year event status, resulting in over \$1.2 billion in damages. The President issued a Disaster Declaration for parts of South Carolina, making aid available for the 21 counties in the state that were most severely affected.

Following the Declaration, SDR was selected by the South Carolina Department of Transportation (DOT) for removal of C&D debris from DOT and County roads in Horry and Georgetown Counties.

PROJECT HIGHLIGHTS

Throughout the duration of this five-month debris collection and disposal project, SDR utilized:

- 8 Self-Loaders

**2014 ICE STORM PAX
PUBLIC SERVICE FACILITIES
DEBIRS REMOVAL
AIKEN CO, SC**



Aiken County,
South Carolina



PROJECT DESCRIPTION

Following the South Carolina Ice Storm in 2014, SDR was selected by Aiken County, South Carolina for debris collection and disposal at various facilities including the Aiken County School District, Pubic Service Facilities, and Horse Creek Water Trail. On this FEMA Public Assistance (PA) funded project, SDR collected over 500,000 cubic yards of debris.

VALUE

\$3.5 Million

PROJECT FEATURES

Debris Removal
Debris Management
FEMA PA Reimbursement

COMPLETION

Feb 13, 2014 - Aug 8, 2014

REFERENCE

Paul Matthews
EMA Director
pmatthews@aikencountysc.gov
803.522.2107

PROJECT HIGHLIGHTS

On this six-month FEMA PA-funded project, SDR utilized:

- 30 Bucket Trucks
- 20 Self Loaders
- 2 Horizontal Grinders
- 3 High-Tip Wheel Loaders
- 8 Track Hoes
- 25 80-CYD Dump Trailers
- 1 Menzi Muck Excavator

**2014 WINTER STORM PAX
DEBRIS REMOVAL
AIKEN COUNTY, SC**



CLIENT / OWNER

Aiken County,
South Carolina

VALUE

\$26.5 Million

PROJECT FEATURES

Debris Collection / Removal
Debris Management
FEMA PA Reimbursement

COMPLETION

Feb 13, 2014 – Aug 8, 2014

REFERENCE

Paul Matthews
Aiken County EMA Director
pmatthews@aikencountysc.gov
803.642.2561

PROJECT DESCRIPTION

In mid-February 2014, a major snow and ice storm affected the United States South and East Coasts, bringing with it up to a foot of snow and crippling ice. The storm was a declared disaster for parts of South Carolina, making aid available for the 21 counties in South Carolina that were most severely affected.

As a result, SDR was selected by Aiken County, South Carolina for their debris collection and disposal. SDR collected over 1.44 million cubic yards of debris for this FEMA Public Assistance (PA) funded project.

PROJECT HIGHLIGHTS

Throughout this six-month debris collection and disposal project, SDR utilized:

- 70 Bucket Trucks
- 80 Self Loaders
- 7 Horizontal Grinders
- 8 High-Tip Wheel Loaders
- 8 Track Hoes
- 25 80-CYD Dump Trailers

**2014 WINTER STORM PAX
DEBRIS REMOVAL
BARNWELL COUNTY, SC**



CLIENT / OWNER

Barnwell County,
South Carolina

VALUE

\$11.5 Million

PROJECT FEATURES

Debris Collection / Removal
Debris Management
FEMA PA Reimbursement

COMPLETION

Feb 13, 2014 – July 20, 2014

REFERENCE

Roger Riley
rriley@barnwellsc.com
803.541.2013



PROJECT DESCRIPTION

In mid-February 2014, a major snow and ice storm affected the United States South and East Coasts, bringing with it up to a foot of snow and crippling ice. The storm was a declared disaster for parts of South Carolina, making aid available for the 21 counties in South Carolina that were most severely affected.

As a result, SDR was selected by Barnwell County, South Carolina for debris collection and disposal. SDR collected over 1 million cubic yards of debris for this FEMA Public Assistance (PA) funded project. Subsequently, the reduced debris was recycled as biomass, paper, and ground cover.

PROJECT HIGHLIGHTS

Throughout this six-month debris collection and disposal project, SDR utilized:

- 120 Bucket Trucks
- 54 Self Loaders
- 3 Horizontal Grinders
- 3 High-Tip Wheel Loaders
- 3 Track Hoes
- 10 80-CYD Dump Trailers



TAB 6 - REASONABLENESS OF COST

PROPOSED FEE SCHEDULE – PART I					
DEBRIS REMOVAL PROCESSING AND DISPOSAL					
ITEM #	DESCRIPTION	COST (USD)	UNIT	COST (USD)	UNIT
1	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site (DMS)				
	0-15.9 miles	7.20	Cubic Yd		
	16-30.9 miles	7.50	Cubic Yd		
	31-60 miles	7.50	Cubic Yd		
2	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Site				
	0-15.9 miles	6.90	Cubic Yd		
	16-30.9 miles	7.25	Cubic Yd		
	31-60 miles	7.25	Cubic Yd		
3	C&D Direct Haul to Final Disposal site from Public Property right of way (non DMS option)				
	0-15.9 miles	7.20	Cubic Yd	65.00	Ton
	16-30.9 miles	7.50	Cubic Yd	89.00	Ton
	31-60 miles	7.50	Cubic Yd	100.00	Ton
4	Stumps greater than 24 inch diameter - Direct Haul to Final Disposal site from public property right of way (stump volume shall be calculated using FEMA approved conversion table)				
	0-15.9 miles	6.90	Cubic Yd	65.00	Ton
	16-30.9 miles	7.25	Cubic Yd	89.00	Ton
	31-60 miles	7.25	Cubic Yd	100.00	Ton
5	Vegetative Direct Haul to Final Disposal site from Public Property right of way (non DMS option)				
	0-15.9 miles	6.90	Cubic Yd	65.00	Ton
	16-30.9 miles	7.25	Cubic Yd	89.00	Ton
	31-60 miles	7.25	Cubic Yd	100.00	Ton
6	Disaster deposited silt, mud or sand, hauled from the designated site to DMS or final disposal site				
	0-15.9 miles	13.00	Cubic Yd	115.00	Ton

	16-30.9 miles	18.00	Cubic Yd	125.00	Ton
	31-60 miles	20.00	Cubic Yd	135.00	Ton
7	Re-Haul of C&D or reduced vegetative material of previously documented Debris from DMS to final disposal site				
	0 - 15.9 miles	3.90	Cubic Yd	65.00	Ton
	16 - 30.9 miles	4.50	Cubic Yd	89.00	Ton
	31 - 60.9 miles	6.00	Cubic Yd	100.00	Ton
	61 - 119.9 miles	9.00	Cubic Yd	120.00	Ton
	120 -150 miles	14.00	Cubic Yd	135.00	Ton
8	Cutting of standing tree determined by Owner to be hazardous (Cutting only)				
	6 - 11.99 inch diameter	65.00	tree		
	12 -23.99 inch diameter	150.00	tree		
	24 - 35.99 inch diameter	300.00	tree		
	36 - 47.99 inch diameter	450.00	tree		
	48 inch diameter and greater	575.00	tree		
9	Cutting and/or removal of Dangerous Hazardous Limbs from tree (must be greater than 2" to be eligible) (cutting only).				
	1 to 2 limbs	65.00	tree		
	3 to 4 limbs	75.00	tree		
	5 or more limbs	90.00	tree		
10	Cutting fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	95.00	tree		
11	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction and backfilling stump root ball holes with suitable soil material fee only, for hauling purposes, stumps will be converted to cubic yard measurement and haul under vegetative rate				
	>24 - 35.99 inch diameter	140.00	each		
	>36 - 48 inch diameter	315.00	each		
	> 48 inch diameter	475.00	each		
12	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	30.00	each		
13	Staging collection and hauling to Owner designated solid waste facility of Refrigerator Contents or spoiled food	75.00	ton		
14	Comprehensive Management of DMS and material handling. Includes, loading of debris, sorting, segregation, preparation for re-haul, and special equipment for handling materials. Includes site preparation, roadway construction at site, traffic control, security, inspection tower construction as needed, and site reclamation/restoration to original state.	2.00	Per Cubic Yd		
15	Reduction of DMS Materials by Grinding	2.95	Per		

			Cubic Yd		
16	Reduction of DMS Materials by Incineration	2.35	Per Cubic Yd		
17	Load and Haul of storm deposited soils (silt, sand or mud)	13.00	Per Cubic Yd	115.00	Ton
18	Clearing debris from ditches and drainage canals				
	1 foot to 10 feet (average width)	5.50	per linear ft.		
	10.1 to 20 feet (average width)	8.50	per linear ft.		
	20.1 to 35 feet (average width)	9.75	per linear ft.		
	Greater than 35 feet (average width)	11.50	per linear ft.		
19	Collection, hauling, and final disposal of dead animal carcasses.	2.00	per lb.		
<p>Private property debris removal (right of entry work) upon private property, if authorized by FEMA as eligible, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.</p>					

PROPOSED FEE SCHEDULE – PART II

Phase 1 (Emergency Road Clearance only)

EQUIPMENT AND LABOR RATES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>HOURLY PRICE</u>
1.	153-200hp Wheel Loader with debris grapple	\$ <u>135.00</u>
2.	201-250hp Wheel Loader with debris grapple	\$ <u>145.00</u>
3.	Extendaboom Forklift with debris grapple	\$ <u>85.00</u>
4.	36-65hp Skid Steer Loader with debris grapple	\$ <u>85.00</u>
5.	36-65hp Skid Steer Loader with bucket	\$ <u>95.00</u>
6.	36-65hp Skid Steer Loader with street sweeper	\$ <u>65.00</u>
7.	30-50 H Farm Tractor with box blade or rake	\$ <u>55.00</u>
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ <u>110.00</u>
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ <u>125.00</u>
10.	170hp Log Skidder or equivalent	\$ <u>95.00</u>
11.	76-105 hp Dozer	\$ <u>65.00</u>
12.	106-160 HP Dozer	\$ <u>70.00</u>
13.	161-250 HP Dozer	\$ <u>75.00</u>
14.	251-360 HP Dozer	\$ <u>80.00</u>
15.	361-565 HP Dozer	\$ <u>95.00</u>
16.	566-850 HP Dozer	\$ <u>110.00</u>
17.	125 – 140 HP Motor Grader	\$ <u>85.00</u>
18.	91-160 HP Trackhoe with debris grapple	\$ <u>145.00</u>
19.	91-160 HP Trackhoe with bucket and thumb	\$ <u>145.00</u>
20.	Rubber Tired Excavator with debris grapple	\$ <u>125.00</u>
21.	71-95 HP Rubber Tired Backhoe with bucket and hoe	\$ <u>100.00</u>
22.	Rubber Tired Excavator with debris grapple	\$ <u>125.00</u>
23.	Knuckleboom with debris grapple	\$ <u>150.00</u>
24.	366-475 HP Self-Loader Scraper	\$ <u>105.00</u>
25.	Hand-Fed Debris Chipper	\$ <u>50.00</u>
26.	300 – 400 HP Tub Grinder	\$ <u>495.00</u>
27.	800 – 1000 HP Tub Grinder	\$ <u>650.00</u>

30.30 Ton Crane	\$ 95.00
29.50 Ton Crane	\$ 145.00
30.100 Ton Crane (8 hour minimum)	\$ 295.00
31.40 – 60’ Bucket Truck	\$ 90.00
32.Greater than 60’ Bucket Truck	\$ 100.00
33.Fuel/ Service Truck	\$ 55.00
34.Water Truck	\$ 55.00
35.Portable Light Plant	\$ 40.00
36.Lowboy Trailer with Tractor	\$ 125.00
37.Flatbed Truck	\$ 45.00
38.Pick-up Truck (unmanned)	\$ 25.00
39.Self-Loading Dump Truck with debris grapple	\$ 135.00
40.Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 50.00
41.Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 55.00
42.Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 60.00
43.Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 65.00
44.1.Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 85.00
45.Power Screen	\$ 100.00
46.Stacking Conveyor	\$ 65.00
47.Chainsaw	\$ 35.00
48.Air Curtain Incinerator, self-contained	\$ 55.00
49.Temporary Office Trailer	\$ 30.00
50.Mobile Command and Communications Trailer	\$ 30.00

All equipment rates include the cost of the operator, fuel and maintenance.

Board Meeting Agenda Item

MEETING DATE: **November 4, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **North Carolina Department of Public Safety Emergency Management
Division 2019 EMPG (Emergency Management Performance Grant) award acceptance**

REQUESTED BY: **Larry Smith, Emergency Services Director**

REQUEST:

Harnett County Emergency Services request permission to accept the grant award from the North Carolina Department of Public Safety Emergency Management Division for the 2019 EMPG (Emergency Management Performance Grant) in the amount of \$35,000.00.

This grant funding will be used to upgrade an existing Emergency Management vehicle. The new vehicle will be a diesel ¾ ton pickup assigned to the Emergency Management division and provide daily support and hauling of our fleet of equipment trailers as well as provide back-up towing capabilities for the mobile command post. We currently do not have any capabilities to haul our large trailer based mobile command post if the current prime mover is out of service for any reason. The current 2014 Ford F-150 Emergency Management vehicle that is being upgraded will be transferred to the Fire Marshal division to replace a 2006 Chevrolet Tahoe with 175,000 miles.

All expenses will be covered by EMPG Grant funding, no county match/funds are being requested for this vehicle purchase.

FINANCE OFFICER'S RECOMMENDATION:**COUNTY MANAGER'S RECOMMENDATION:**



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Emergency Management Performance Grant Program (EMPG)

Fiscal Year 2019

CFDA#: 97.042

Grant#: EMA-2019-EP-00002

SUBAWARD NOTIFICATION

Zach Shean
Harnett County
1005 Edwards Brothers Drive
Lillington, NC 27546-

Period of Performance: October 1, 2019 to September 30, 2022

Project Title: EMPG Projects

Total Amount of Award: \$35,000.00

MOA #: 19042

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 Emergency Management Performance Grant Program (EMPG) has been approved for funding. In accordance with the provisions of FY 2019 EMPG award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

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

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

For projects involving construction or the installation of equipment:

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

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

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



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

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



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Emergency Management Performance Grant (EMPG)

Fiscal Year 2019

CFDA #: 97.042

Grant #: EMA-2019-EP-00002

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Harnett County
Tax ID/EIN #: 566000306
Duns #: 091565986

MOA #: 19042**Period of performance:**

October 1, 2019 to September 30, 2022

DPS fund code: 1500-8016-3HD9**Award amount:**

	Universal	SatCom	Optional
Federal	\$ 35,000.00	TBD	TBD
State	\$ 0.00	TBD	TBD
Local	\$ 0.00	TBD	TBD
Total	\$ 35,000.00	TBD	TBD

1. Purpose

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

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2019 EMPG Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Compensation

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

EMPG MOA 2019

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

4. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a comprehensive all-hazards emergency preparedness program. Continued EMPG funding is contingent upon completion of all EMPG funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- Complete any procurement(s) and expenditures no later than September 30, 2022.
- Provide quarterly progress reports into WebEOC for NCEM Grants Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- Match Requirement: FY 2019 EMPG funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG cannot be matched to any other federal grants. The Subrecipient will identify to the Recipient the match source on their application for EMPG funds. Recipients of EMPG funding can review the FY 2019 EMPG program Notice Of Funding Opportunity(NOFO), section D, Funding Restrictions for additional guidance. The program guidance is available at <http://www.fema.gov/government/grant/index.shtml> or <http://www.fema.gov/government/grant/empg/>. Contact your NC Emergency Management Area Coordinator for assistance.
- Upload all activity deliverables into WebEOC for review and approval for Universal and Optional activities.
- The county must have a full-time or part-time (at least 50%) Emergency Management Program Director.

B. File Retention:

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

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

- Subrecipient Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit agency
 - Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
 - Completed appropriate report forms with specifications, solicitations, competitive bids, quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment, all expenditure backup documentation, cost/price analyses on file for review by Federal and State personnel, if applicable.
 - Other documents required by Federal regulations applicable at the time a grant is awarded.
- Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

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

- Audit findings and corrective action plans
- Equipment inventory records with photo documentation of required inventory labeling

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

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2019 EMPG Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

6. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for EMPG activities.

7. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2019 EMPG NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

8. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with EMPG requirements.
- C. The Federal award date is September 1, 2019. Funds allocated for the performance of the work activities must be encumbered, work completed, and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by September 30, 2022.
- D. The Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2019 EMPG Grant Program funds in accordance with the applicable DHS and EMPG NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and EMPG NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal

Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Complete all Universal and six or more Optional work activities as identified in the FY 2019 EMPG Local Activity Directory which is a part of the FY 2019 EMPG application packet, incorporated by reference herein. Upload all completed activity deliverables into WebEOC for review and approval for Universal and Optional activities not later than December 31, 2019.
- D. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2019 EMPG NOFO announcement and Grant Award and Special Conditions documents.
- E. Complete the procurement(s) process not later than September 30, 2022.
- F. Submit invoice(s), proof-of-payment, titles, licenses, registrations, and/or any documents pertaining to purchased equipment to NCEM Grants Management Branch.
- G. Provide a list at project completion phase to the area coordinator and/or Branch Manager of all items purchased through the grant.
- H. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable EMPG NOFO announcement, Grant Award and Special Conditions documents.
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that EMPG funds are not used to support the hiring of any personnel for the purposes of law enforcement duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, North Carolina Department of Public Safety, North Carolina Emergency Management.” . Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand-receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this

award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

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

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2019 EMPG NOFO announcement, available at: www.fema.gov. 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

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

11. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North

Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. Audit Requirements

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

13. State Property

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

14. Points of Contact

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

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

15. Public Records Access

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

16. Subcontracting

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

17. Situs

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

18. Antitrust Laws

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

19. Other Provisions/Severability

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

20. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2019 EMPG NOFO announcement.

21. Entire Agreement

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

22. Modification

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

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

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

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> , and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

24. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until September 30, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2019 EMPG NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

25. Scope of Work

The Subrecipient shall implement the EMPG Grant project summarized below and as described in the approved FY 2019 EMPG application. That Application is hereby incorporated by reference into this Agreement. The Recipient shall certify eligible costs according to the following expenditures:

- A. Scope of Work Summary
Please see Attachment 1 for a detailed Scope of Work description.
- B. Reports to be provided at the conclusion of work (if applicable):
 - i. Quarterly project progress reports
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG
 - iii. After-action report from Trainings or Exercises
 - iv. Training course roster and description
 - v. Any other documentation that would be pertinent
 - vi. Any invoices detailing the expenses associated with the project

26. Lobbying Prohibition

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

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

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

27. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

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

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the

contract covers a program set forth in Appendix B of the Regulations.

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

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

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

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

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

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

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

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

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

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

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

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

30. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

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

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

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

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

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

32. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective October 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

33. Term of this Agreement

This agreement shall be in effect from October 1, 2019 to September 30, 2022

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of October 1, 2019

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

HARNETT COUNTY
1005 EDWARDS BROTHERS DRIVE
LILLINGTON, NC 27546-

DocuSigned by:
BY: Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

DocuSigned by:
BY: Paula Stewart
4D78D64116C74CA..

APPROVED AS TO PROCEDURES:

DocuSigned by:
Larry Smith
2E60E0DA439149A..

DocuSigned by:
BY: Darlene Langston
DARLENE LANGSTON, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

DocuSigned by:
BY: Kimberly Honeycutt
E088E03001B24AF..

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

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

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2019 EMERGENCY MANAGEMENT PREPAREDNESS GRANT PROGRAM AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE EMPG FOR OTHER FISCAL YEARS.



STATE OF NORTH CAROLINA
 DEPARTMENT OF PUBLIC SAFETY
 North Carolina Emergency Management
 Physical Address: 4105 Reedy Creek Road, Raleigh, NC 27607



Emergency Management Performance Grant Program
Fiscal Year 2019
COST REPORT 1

Sub-recipient: Harnett County
Address: 1005 Edwards Brothers Drive
 Lillington, NC 27546-
Federal ID #: 566000306
DUNS #: 091565986
Branch: Central

Account #: 1901-1500-8016-3HD9
Grant period: October 1, 2019 - September 30, 2022
Grant file #: EMPG-2019-19042

Funding worksheet

	EMPG initial amount	Universal (Base) amount	Optional amount	SATCOM deductions	Balance to be paid
Federal/State	\$35,000.00	\$35,000.00	TBD	TBD	\$0.00
Local match	\$35,000.00	\$35,000.00	TBD	TBD	\$0.00
Total	\$70,000.00	\$70,000.00	TBD	TBD	\$0.00

This is the first of two cost reports. This initial cost report reflects the Universal (Base) amount that your county is eligible to receive provided all Universal activities are completed, and documentation is approved by the State before the designated deadline. This cost report requires appropriate signatures and return to the state for payment of eligible EMPG work activities completed to date.

The second cost report will reflect completed and approved Optional work activity amounts by your emergency management program. **SATCOM deductions** and a **Balance to be paid** will also be reflected in Cost Report 2 to give you a total 2019 EMPG Final Amount award for your county.

Please note that failure to complete any Universal activity will result in a 12.5% penalty per activity to be assessed against your 2020 EMPG funds.

Certification:

I certify that the above are correct based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

DocuSigned by:
Kimberly Honeycutt
 Harnett County Finance Officer Authorized Signature
 Date: 10/8/2019 10:08:12 AM EDT

DocuSigned by:
Larry Smith
 Harnett County Authorized Signature
 Date: 10/8/2019 10:08:12 AM EDT

DocuSigned by:
Michael A. Spradberry
 North Carolina Emergency Management Director's Approval Signature
 Date: 10/8/2019 10:08:12 AM EDT

DocuSigned by:
Darlene Langston
 Department of Public Safety Controller's Office Approval
 Date: 10/8/2019 10:08:12 AM EDT

10/8/2019 | 11:30:54 AM EDT
 Date
 10/8/2019 | 08:37:37 AM EDT
 Date
 10/5/2019 | 09:05:36 AM EDT
 Date
 10/8/2019 | 11:34:13 AM EDT
 Date

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

Fiscal Year 2019

Grants selection	
<i>Please select all grants to be considered for this fiscal year. Grants not selected will be treated as a decline of those funds.</i>	
Grants	<input checked="" type="checkbox"/> Emergency Management Performance Grant (EMPG) <input type="checkbox"/> Hazardous Materials Emergency Preparedness (HMEP) <input type="checkbox"/> Homeland Security Grant Program (HSGP) <input type="checkbox"/> North Carolina Tier II competitive <input checked="" type="checkbox"/> North Carolina Tier II noncompetitive

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Harnett County Emergency Services/ Emergency Management Division		
Street address	1005 Edwards Brothers Dr		
City	Lillington	ZIP + 4	27546
Email	zshean@harnett.org		
EIN/Tax ID number	56-6000306		
DUNS number	091565986		
SAM registered	Yes	Expiration date	6/1/2019
Is the agency applying as a nonprofit with 501(c)(3) status?			Yes
Your name	Zachary Shean		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Grants point of contact

Grants point of contact			
<i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Zach Shean		
Agency	Harnett County Emergency Services / Emergency Management Division		
Title	Assistant EM Coordinator		
Phone (work)	910-893-7580	Phone (mobile)	910-984-6296
Street address	1005 Edwards Brothers Dr		
City	Lillington	ZIP + 4	27546
Email	zshean@harnett.org		

Field help

EM program manager

EM program manager <i>This is the local EM grants manager.</i>	
Name	Zach Shean
Email	zshean@harnett.org

Field help

Grants MOA signatory

Grants MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Paula Stewart		
Agency	Harnett County		
Title	County Manager		
Street address (not PO Box)	420 McKinney Parkway		
City	Lillington	ZIP + 4	27546
Email	pstewart@harnett.org		
Name	Larry Smith		
Agency	Harnett County Emergency Services		
Title	Emergency Services Deputy Director		
Street address (not PO box)	1005 Edwards Brothers drive		
City	Lillington	ZIP + 4	27546
Email	lsmith@harnett.org		

Field help

Projects

Enter requested project information for each grant checked under **Grants selection**. Completions of the **Point of contact** and **MOA signatory** sections are only required if the individuals are different from the **Grants point of contact** or **Grants MOA signatory**.

EMPG

Point of contact

Point of contact <i>Complete only if the point of contact for this project is different from the identified "Grants point of contact".</i>			
Name	Zach Shean		
Agency	Harnett County Emergency Services		
Title	Assistant EM Coordinator		
Phone (work)	910-893-7580	Phone (mobile)	910-984-6296
Street address	1005 Edwards Brothers Dr		
City	Lillington	ZIP + 4	27546
Email	zshean@harnett.org		

Field help

MOA signatory

MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Paula Stewart		
Agency	Harnett County		
Title	County Manager		
Street address (not PO Box)	420 McKinney Parkway		
City	Lillington	ZIP + 4	27546
Email	pstewart@harnett.org		
Name	Larry Smith		
Agency	Harnett County Emergency Services		
Title	ES Deputy Director		
Street address (not PO box)	1005 Edwards Brothers Dr		
City	lillington	ZIP + 4	27546
Email	lsmith@harnett.org		

Field help

- Name** The individual who signs the memorandum of agreement on behalf of the applicant.
- Agency** The agency name of the signatory.
- Title** The title within the agency of the signatory.
- Street address, City, ZIP + 4, email** The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Finance director

Finance director	
<i>The signature of the finance director of the agency is required for the memorandum of agreement.</i>	
Name	Kimberly Honeycutt
Email	khoneycutt@harnett.org

Field help

Project information

General information <i>Enter information describing the project.</i>	
Title	EMPG Universal/Optional Projects
Description	EMPG Base Line and Supplemental will assist in furthering our local capabilities in training, preparedness and response capabilities.
Goal	Our goal is to further assist in preparedness and response capabilities to our residents and visitors of Harnett County
Construction/renovation required	No
Structural attachment required	No
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>	
Primary	Planning
Secondary	Operational Coordination
Project timeline milestones <i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
Completion of EMPG Projects	10/2019
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Budget

Complete **Organization details** if any personnel is funded by this grant, then complete the **Planning/Equipment/Organization/Training/Exercises costs** section.

Organization details

Enter the requested information if any personnel are funded by this grant.

EM program manager <i>Complete for EM program manager activity only.</i>	
Time allotted for EM	100%
Salary	\$60000.
Date of employment in current position	12/8/2014
All personnel <i>Complete for all personnel supported by funds from this project.</i>	
All EMPG program funds (federal and match) allocated towards local emergency management personnel	\$70,000.00
All EMPG Program funds (federal and match) allocated towards non-local emergency management personnel	0
Total number of local emergency management full-time equivalent(FTE) personnel, including those supported and not supported by the EMPG Program	2
Number of local emergency management FTE personnel supported (fully or partially) by the EMPG Program	2
Number of local emergency management personnel supported (fully or partially) by the EMPG Program	2

Field help

Planning/Equipment/Organization/Training/Exercises costs

Estimated Costs <i>For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.</i>				
Activity area	Description	Funding amount	Match amount	Total amount
Planning	Active LEPC	Enter amount.	Enter amount.	Enter total.
Training	Web EOC Training	Enter amount.	Enter amount.	Enter total.
Organization	Additional EM Conference	\$600.00	Enter amount.	\$600.00
Organization	Impact Assessment Team	\$1,000.00	Enter amount.	\$1,000.00
Organization	Swift Water Rescue Team	\$1,000.00	Enter amount.	\$1,000.00
Equipment	Equipment Maintenance	\$5,000.00	Enter amount.	\$5,000.00
Training	EM Forum	Enter amount.	Enter amount.	Enter total.
Planning	Update County Profile	Enter amount.	Enter amount.	Enter total.
Equipment	Mobile Shower Unit	\$22,000.00	Enter amount.	\$22,000.00
Total estimated costs		\$29,600.00	Enter total.	\$29,600.00

Field help

HMEP

HSGP

North Carolina Tier II competitive

North Carolina Tier II noncompetitive

Certification

Certification <i>Review each certification item and check where appropriate.</i>	
I certify that:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. <input type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. <input checked="" type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Appends

Attachment 2

2019 DHS Standard Terms and Conditions

The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

DHS Specific Acknowledgements and Assurances

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

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

2019 DHS Standard Terms and Conditions

Standard Terms & Conditions

- I. Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- II. Activities Conducted Abroad**
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- III. Age Discrimination Act of 1975**
Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- IV. Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- V. Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.
- VI. Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).
- VII. Civil Rights Act of 1968**
Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D.](#))

2019 DHS Standard Terms and Conditions

VIII. Copyright

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

IX. Debarment and Suspension

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

X. Drug-Free Workplace Regulations

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

XI. Duplication of Benefits

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

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

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

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

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

XV. Federal Debt Status

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

2019 DHS Standard Terms and Conditions

XVI. Federal Leadership on Reducing Text Messaging while Driving

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

XVII. Fly America Act of 1974

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

XVIII. Hotel and Motel Fire Safety Act of 1990

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

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

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

XX. Lobbying Prohibitions

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

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, [Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

2019 DHS Standard Terms and Conditions

and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

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

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

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

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

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2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System \(FSRS\)](#).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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3) The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- 2) The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

2019 DHS Standard Terms and Conditions

5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a State, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.

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- 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
- 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
- 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

- DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the

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award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

- 1) Associated with performance under this award; or
- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102)

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XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

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e. *Subrecipient* means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Board Meeting Agenda Item

MEETING DATE: **November 4, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Approval of Lease Agreement with the Shawtown High School Alumni Association at the former Shawtown School Campus**

REQUESTED BY: **Administration**

REQUEST:

Administration requests approval of lease agreement with the Shawtown High School Alumni Association to occupy space within the building at 252 Irene Roberts Road, Lillington, on the former Shawtown School Campus. The lease agreement lays out the expectations and responsibilities of the County and Shawtown High School Alumni Association related to their occupancy of the designated space.

The term of the lease agreement is for 10 years at a cost of \$1 per year. This entities currently occupies the space described in their lease agreement.

FINANCE OFFICER'S RECOMMENDATION:**COUNTY MANAGER'S RECOMMENDATION:**

NORTH CAROLINA
HARNETT COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into this ___ day of September 2019, by and between Shawtown High School Alumni Association, a private nonprofit corporation (hereinafter referred to as "LESSEE") and the County of Harnett, a body politic and political subdivision of the State of North Carolina, (hereinafter referred to as "LESSOR")

WHEREAS, LESSEE desires to lease space at the property owned by LESSOR, to wit, the building located at 252 Irene Roberts Road, Lillington, North Carolina for an initial term of ten (10) years; and

WHEREAS, LESSOR and LESSEE desire to enter into this Lease for the purpose of setting forth the respective rights, obligations, and duties of each party.

NOW, THEREFORE, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are set forth below, LESSOR and LESSEE agree as follows:

1. **Premises.** LESSOR shall lease to LESSEE and LESSEE shall lease from LESSOR Suite 100 in the building located at 252 Irene Roberts Road, Lillington, North Carolina (hereinafter referred to as the "Premises"). In no event does LESSOR grant any interest in any property for which LESSOR is not the record owner. The Premises are leased for the express purpose of allowing LESSEE to conduct its operations. LESSEE acknowledges that parking spaces are not reserved for LESSEE's operations under this Lease and that LESSOR cannot guarantee sufficient parking for LESSEE's operations.
2. **Term.** The term of this Lease (the "Term") shall commence upon execution of this Lease by both parties ("Commencement Date"). The Term of this Lease shall terminate on August 30, 2029. If the LESSEE has fully complied with all of the provisions of this Lease during the Term, LESSEE and LESSOR shall convene a meeting at least 90 days prior to the end of the Term to discuss the possible terms of a new lease. In no event shall the term and renewal provisions stated in this paragraph extend this Lease beyond a ten (10) year term limit.
3. **Rent.** The rent for the Term of the Lease shall be \$1.00 per year. LESSEE shall also pay for all improvements required to ensure that the Premises are safe for the provision of LESSEE's operations during the Term of this Lease. Upon the termination of this Lease, title to all improvements to the Premises, except for LESSEE's personal property, shall be automatically transferred to LESSOR. LESSOR and LESSEE agree that LESSEE shall not be entitled to any compensation or reimbursement from LESSOR for any repairs, maintenance, construction costs, or any other expenses LESSEE incurs as a result of LESSEE's use or lease of the Premises.

4. **Title and Quiet Possession.** LESSOR represents and covenants that LESSOR owns the Premises in fee simple except as set out in matters of record. LESSEE assumes the burden of conducting a title search or other investigation to its satisfaction. LESSOR represents and warrants to LESSEE that LESSOR has the full right to make this Lease and that LESSEE shall have quiet and peaceful possession of the Premises throughout the term of this Lease.
5. **Title Insurance.** LESSEE, at LESSEE's option and expense, may obtain title insurance on the Premises.
6. **No Waste or Nuisance.** During the term of this Lease, LESSEE shall comply with all applicable Laws affecting the Premises, the breach of which might result in any penalty on LESSOR or forfeiture LESSOR's title to the Premises. LESSEE shall obtain any necessary governmental licenses or authorization required for the provision of LESSEE's operations and shall furnish copies of same to LESSOR if requested. LESSOR shall reasonably cooperate with LESSEE's efforts to obtain necessary licenses and authorizations.
7. **Assignment and Subleasing.** LESSEE may not sublet the Premises in whole or in part without LESSOR'S consent, and the making of any such sublease shall not release LESSEE from, or otherwise affect in any manner, any of LESSEE's obligations hereunder. LESSEE shall not assign or transfer this Lease, or any interest herein, without the prior written consent of LESSOR, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. In the event LESSOR should transfer its interest in the Premises, LESSOR shall have no further duties or obligations hereunder provided that the transferee agrees to assume all of the duties and obligations imposed hereunder on LESSOR and upon such third party's assignment not to amend, modify, or change in any manner whatsoever LESSEE's rights and obligations hereunder. Upon such a transfer, LESSEE shall, for all purposes expressed herein and incidental hereto, accept such transferee as its LESSOR hereunder. LESSOR may assign any or all rights, duties, and obligations created hereunder without the consent of LESSEE, provided such third party agrees not to amend, modify, or change in any manner whatsoever LESSEE's rights and obligations hereunder and assumes without modification LESSOR's rights and obligations hereunder. In all other circumstances, LESSOR shall first have obtained the written consent of LESSEE, which consent shall not be unreasonably withheld.
8. **Notices.** Any notice, report, statement, approval, consent, designation, demand, or request to be given, and any election to be exercised by a party under the provisions of this Lease shall be deemed to be given and received three days when made in writing and sent by United States certified or registered mail, postage prepaid, to the other party at the applicable address set forth below:

LESSOR: Paula Stewart
County Manager
Post Office Box 759
Lillington, North Carolina 27546

With copy to:

Senior Staff Attorney
Post Office Box 238
Lillington, North Carolina 27546

LESSEE: Shawtown High School Alumni Association
c/o John Frank Smith, Sr.
Post Office Box 1446
Lillington, North Carolina 27546

9. **Condition of Premises**. LESSEE acknowledges that LESSOR does not warrant that the Premises will be in a condition that would be safe for the provision of any of LESSEE's activities. LESSEE shall be solely responsible for maintaining the Premises in a safe and secure condition at all times that LESSEE occupies the Premises. LESSEE shall indemnify, hold harmless, and release LESSOR from any and all claims related to the condition and suitability of the Premises for LESSEE's use.
10. **Maintenance of the Premises**. LESSOR shall be responsible for the general maintenance of the Premises including, but not limited to, the roof, flooring, stairs, HVAC, electrical, fire extinguishers, windows, pest control, plumbing, parking areas, landscaping, exterior and interior walls, exterior and interior lights, sidewalks, and foundation. LESSOR shall not be responsible for the janitorial duties of the Premises and the repairs and maintenance of any improvements, fixtures, and equipment installed by LESSEE.
11. **LESSEE Damage**. LESSEE shall be responsible for the costs to replace or repair any damage caused to the Premises or grounds by the negligence or willful misconduct of LESSEE, its agents, employees, volunteers, members, and invitees. LESSEE shall reimburse LESSOR for the costs of to replace or repair any such damage within 30 days upon written demand by LESSOR.
12. **Damage or Defect**. LESSEE agrees to notify LESSOR immediately upon discovery of any damage or defect in need of repair to the Premises pursuant to Sections 10 and 11 of this Lease. If the damage or defect does not result from the negligence or willful

misconduct of LESSEE, its agents, employees, volunteers, members, and invitees, and is a repair obligation incurred by Lessor pursuant to Section 10 of this Lease, repair of the damage or defect shall be made by LESSOR at LESSOR's expense.

13. **LESSEE Improvements.** LESSEE shall have the right, at its sole expense, to make such improvements on the Premises as it may deem necessary, including any improvements necessary for LESSEE's operations, with the prior written approval of LESSOR. LESSOR's approval shall not be unreasonably withheld. LESSEE shall be solely responsible for the cost of any required work and shall ensure that all improvements comply with applicable codes, regulations, and requirements. However, LESSEE shall not destroy, remove, or make any improvements or changes to the Premises which would adversely impact the market value of the Premises or LESSOR's ability to use the Premises upon the termination of this Lease without the prior written permission of the LESSOR. LESSEE shall also reimburse LESSOR for the costs of improvements installed by LESSOR at LESSEE's request.

During the term of this Lease, LESSEE shall maintain the Premises in a safe, clean, and neat condition. Upon termination of this Lease, LESSOR shall take possession and ownership of all improvements to the Premises, except for LESSEE's personal property. LESSOR may inspect any installation or other work performed on the Premises.

To the extent that any repairs or changes are occasioned by (a) the acts of LESSEE, its agents, servants, employees, contractors, or invitees; (b) a defect or malfunction in LESSEE's equipment or any attachments thereto; (c) a safety hazard, or violation of any applicable statute, rule, regulation, order, directive, or standard relating thereto, in or caused by LESSEE's property; (d) any changes or improvements to the Premises requested or made by LESSEE; or (e) any violation or breach of any provision of this Lease by LESSEE or anyone acting under it; then LESSOR may make any required repairs at the expense of LESSEE. LESSEE shall reimburse LESSOR within 30 days upon written demand for any such expenses incurred by LESSOR.

14. **Right of Entry.** LESSOR may enter the Premises immediately, and without notice to LESSEE in the event of emergency repairs to the Premises. In all other circumstances, LESSOR may enter the Premises for inspection, repair, alteration, or improvement of the Premises, but will provide Lessee with 24 hours' notice of its intention to enter the Premises, and will not interfere with LESSEE's business operations during entry of the Premises.
15. **Operating Expense.** Except for those services which LESSOR has agreed to install for LESSEE and/or share in the costs of operating certain services, LESSEE shall be responsible for arranging for the installation and operation of internet service, phone service, security systems, and other such services required for the use of the Premises by LESSEE and shall pay directly to the supplier thereof all charges, fees, or assessments for installation, connection, operation, and use of such services. Prior to installation of any

such services, LESSEE shall obtain the written approval of LESSOR, which approval shall not be unreasonably withheld. If LESSEE installs any security equipment in the Premises, LESSEE shall provide LESSOR with access codes and/or provide for immediate entry to the Premises to enable LESSOR to meet its maintenance and repair obligations set forth in Sections 10 and 14 of this Lease. LESSEE shall fully and promptly pay for all services furnished to the Premises and used by LESSEE throughout the term of this Lease, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, with the exception of LESSOR's utilities obligations set forth in Section 16 of this Lease.

16. **Utilities.** LESSOR shall be responsible for the costs of electricity, gas, sewer, water, and trash collection for the Premises. LESSEE shall carry all trash to designated receptacles located outside of the Premises for trash collection by LESSOR.
17. **Signage.** LESSEE is permitted to place or display on exterior doors, walls, windows, or other locations designated by LESSOR a sign that can be easily removed to advertise its business, provided LESSEE obtains the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE agrees that any such signs placed on a door, wall, or window shall not be painted but shall be in the form of a decal or other easily removable form. LESSEE is responsible for removing all signs and displays upon termination of this Lease. All signs shall be in compliance with any applicable laws, ordinances, and codes.
18. **LESSEE's Performance and Surrender.** LESSEE shall comply with all rules, regulations, and laws governing the provision of instructional and community services in North Carolina at all times during the term of this Lease. LESSEE shall pay the rent and all other sums required to be paid by LESSEE hereunder in the amounts, at all times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease all improvements to the Premises, except for LESSEE's personal property, shall become the property of LESSOR.
19. **Securing the Premises and Entrances.** LESSEE shall be responsible for securing all doors and entrances to the Premises.
20. **Government Compliance.** LESSEE shall conduct its operations in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
21. **Indemnity.** LESSEE shall indemnify and hold LESSOR harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever (including reimbursement of reasonable legal fees and costs) which may arise out of or be caused by any act or omission or intentional wrongdoing of LESSEE or its agents, employees, invitees, or contractors, or which may arise out of or be caused by the

maintenance, presence, use, location or removal of any equipment, system, or other property owned or operated by LESSEE or its agents, employees, or contractors. LESSEE hereby assumes the risk of the inability to provide its operations as a result of any reason whatsoever and agrees to indemnify and hold LESSOR harmless from all damages and costs of defending any claim or suit for damages of any kind including business interruption (and attorneys' fees) asserted against LESSOR by reason of such failure. LESSOR shall not be responsible for any damage to LESSEE's property, business, agents, employees, or invitees regardless of the cause of the damage.

22. **Events of Default, Termination.** If LESSEE vacates or abandons the Premises or fails to perform any other act or obligation as set forth in this Lease and for a period of thirty (30) days following notice from LESSOR of such default fails to cure or commence appropriate action to cure such default, LESSOR may terminate this Lease. LESSOR may also terminate this Lease if state, federal, or local agency establishes any condition(s) for occupancy of the Premises which LESSEE fails or refuses to perform. No such termination of this Lease shall relieve LESSEE of its indemnification obligations and any previously accrued liability and obligations under this Lease and all such liability and obligations shall survive any such termination.

- a) Upon termination or expiration of this Lease, LESSEE will surrender the Premises to LESSOR in as good condition as existed at the commencement of the Lease except for reasonable wear and tear and in accordance with the terms of this Lease, or for damage due to causes beyond LESSEE'S control and without its fault or negligence, or for damage, howsoever caused, to the extent LESSOR shall have been compensated for such damage by insurance.
- b) Upon any termination or expiration of this Lease, LESSEE shall promptly remove its equipment from the Premises without damage to the property of LESSOR in accordance with the terms of this Lease. During the period of removal of its equipment, LESSEE'S right and obligations with respect to access to the Premises shall be the same as those during the period that this Lease is in effect, and until the completion of the removal of all such equipment.
- c) If any personal property owned by LESSEE shall not have been removed from the Premises within 30 days following the termination or expiration of this Lease, LESSOR shall have the right to sell the property in accordance with the North Carolina General Statutes and apply the proceeds of the sale to any amounts LESSEE owes to LESSOR under this Lease, or retain LESSEE's property, granting LESSEE's credit for the reasonable value of the property against any amounts LESSEE owes to LESSOR.
- d) LESSOR's failure to enforce or insist upon compliance with any of the terms or conditions of this Lease shall not constitute a waiver or relinquishment by LESSOR of any of such terms or conditions. No declaration of default by

LESSOR under any provision of this Lease shall be deemed to impair or diminish LESSOR's rights against LESSEE for any breach of this Lease.

- e) LESSEE may terminate this Lease upon 30 days written notice to LESSOR if program needs for space change or changes in funding.
 - f) LESSOR may terminate this Lease, without cause, upon one (1) year written notice to LESSEE.
23. **Condemnation**. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Lease, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and LESSEE hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect LESSEE's right to an award of compensation from any condemnation proceeding for the taking of LESSEE's leasehold interest hereunder or for the taking of LESSEE's improvements, fixtures, equipment, and personal property. The provisions of this Lease governing LESSEE improvements and their removal shall be applicable should termination occur due to condemnation.
24. **Binding on Successors**. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.
25. **Access to Premises**. LESSEE and its officers, employees, agents, contractors and invitees shall have full access 24 hours per day, seven (7) days per week to the Premises during the term of this Lease.
26. **Governing Law and Venue**. This Lease shall be governed and construed in accordance with the laws of the State of North Carolina. Any action or proceeding arising under this Lease shall be filed and heard in the Superior Court of Harnett County.
27. **Entire Agreement**. This Lease reflects the entire agreement between LESSOR and LESSEE with respect to the Premises, and cannot be amended except by written instrument subsequently executed by the parties hereto.
28. **No Waiver**. In the event that either party fails to enforce any obligation of the other party under this Lease when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.
29. **Mechanic's Liens**. LESSEE will not cause any mechanic's or materialman's lien to be placed on the Premises, and LESSEE agrees to indemnify, defend, and hold harmless LESSOR from any such lien from a party claiming by, through or under LESSEE. If any such claim of lien is placed on the Premises, LESSEE shall, within 30 days thereafter regardless of whether or not it contests the validity of the claim upon which such lien is

based, post such bonds or take such other steps as may be necessary to remove such lien.

30. **Headings.** The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.
31. **Severability.** Any provision of this Lease that is legally invalid, void, or unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, LESSOR and LESSEE have hereunto set their hands and seal on this Lease Agreement the day and year first above written.

LESSEE:

SHAWTOWN HIGH SCHOOL ALUMNI
ASSOCIATION

John Frank Smith, Sr.

Title: _____

LESSOR:

COUNTY OF HARNETT

Gordon Springle, Chairman
Harnett County Board of Commissioners

ATTEST:

Margaret Regina Wheeler, Clerk

NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____, personally appeared before me this day and acknowledged that he/she is _____ of the Shawtown High School Alumni Association and that by authority duly given and as an act of the corporation, the foregoing instrument was signed on behalf of the corporation.

Witness my hand and notarial seal this ___ day of _____, 2019.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
HARNETT COUNTY

I, _____, a Notary Public in and for the aforesaid State and County, certify that Gordon Springle, personally appeared before me this day who being by me duly sworn, deposes and says that he is the Chairman of the Harnett County Board of Commissioners and Margaret Regina Wheeler is the Clerk of said Board; that the seal affixed to the foregoing instrument is the official seal of Harnett County; that said instrument was signed by him, attested by said Clerk and the County's seal affixed thereto, all by authority of the Board of Commissioners of said County, and the said Gordon Springle acknowledged said instrument to be the act and deed of Harnett County.

Witness my hand and notarial seal this ___ day of _____, 2019.

Notary Public

My Commission Expires: _____

Board Meeting Agenda Item

MEETING DATE: **November 4, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Approval of Lease Agreement with Johnston-Lee-Harnett Community Action at the former Shawtown School Campus**

REQUESTED BY: **Administration**

REQUEST:

Administration requests approval of lease agreement with the Johnston-Lee-Harnett Community Action to occupy space within the building at 252 Irene Roberts Road, Lillington, on the former Shawtown School Campus. The lease agreement lays out the expectations and responsibilities of the County and this organization related to their occupancy of the designated space.

The term of the lease agreement is for 10 years at a cost of \$1 per year. This entities currently occupancy the space described in their lease agreement.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

NORTH CAROLINA
HARNETT COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), made and entered into this ___ day of September 2019, by and between Johnston-Lee-Harnett Community Action, a private nonprofit corporation (hereinafter referred to as “LESSEE”) and the County of Harnett, a body politic and political subdivision of the State of North Carolina, (hereinafter referred to as “LESSOR”)

WHEREAS, LESSEE desires to lease space at the property owned by LESSOR, to wit, the building located at 252 Irene Roberts Road, Lillington, North Carolina for an initial term of ten (10) years;

WHEREAS, LESSOR and LESSEE desire to enter into this Lease for the purpose of setting forth the respective rights, obligations, and duties of each party.

NOW, THEREFORE, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are set forth below, LESSOR and LESSEE agree as follows:

1. **Premises.** LESSOR shall lease to LESSEE and LESSEE shall lease from LESSOR Suite 101 in the building located at 252 Irene Roberts Road, Lillington, North Carolina (hereinafter referred to as the “Premises”). In no event does LESSOR grant any interest in any property for which LESSOR is not the record owner. The Premises are leased for the express purpose of allowing LESSEE to conduct its community assistance programs. LESSEE acknowledges that parking spaces are not reserved for LESSEE’s operations under this Lease and that LESSOR cannot guarantee sufficient parking for LESSEE’s operations.
2. **Term.** The term of this Lease (the “Term”) shall commence upon execution of this Lease by both parties (“Commencement Date”). The Term of this Lease shall terminate on August 30, 2029. If the LESSEE has fully complied with all of the provisions of this Lease during the Term, LESSEE and LESSOR shall convene a meeting at least 90 days prior to the end of the Term to discuss the possible terms of a new lease. In no event shall the term and renewal provisions stated in this paragraph extend this Lease beyond a ten (10) year term limit.
3. **Rent.** The rent for the Term of the Lease shall be \$1.00 per year. LESSEE shall also pay for all improvements required to ensure that the Premises are safe for the provision of LESSEE's operations during the Term of this Lease. Upon the termination of this Lease, title to all improvements to the Premises, except for LESSEE’s personal property, shall be automatically transferred to LESSOR. LESSOR and LESSEE agree that LESSEE shall not be entitled to any compensation or reimbursement from LESSOR for any repairs, maintenance, construction costs, or any other expenses LESSEE incurs as a result of LESSEE’s use or lease of the Premises.

4. **Title and Quiet Possession.** LESSOR represents and covenants that LESSOR owns the Premises in fee simple except as set out in matters of record. LESSEE assumes the burden of conducting a title search or other investigation to its satisfaction. LESSOR represents and warrants to LESSEE that LESSOR has the full right to make this Lease and that LESSEE shall have quiet and peaceful possession of the Premises throughout the term of this Lease.
5. **Title Insurance.** LESSEE, at LESSEE's option and expense, may obtain title insurance on the Premises.
6. **No Waste or Nuisance.** During the term of this Lease, LESSEE shall comply with all applicable Laws affecting the Premises, the breach of which might result in any penalty on LESSOR or forfeiture LESSOR's title to the Premises. LESSEE shall obtain any necessary governmental licenses or authorization required for the provision of LESSEE's community assistance programs and shall furnish copies of same to LESSOR if requested. LESSOR shall reasonably cooperate with LESSEE's efforts to obtain necessary licenses and authorizations.
7. **Assignment and Subleasing.** LESSEE may not sublet the Premises in whole or in part without LESSOR'S consent, and the making of any such sublease shall not release LESSEE from, or otherwise affect in any manner, any of LESSEE's obligations hereunder. LESSEE shall not assign or transfer this Lease, or any interest herein, without the prior written consent of LESSOR, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. In the event LESSOR should transfer its interest in the Premises, LESSOR shall have no further duties or obligations hereunder provided that the transferee agrees to assume all of the duties and obligations imposed hereunder on LESSOR and upon such third party's assignment not to amend, modify, or change in any manner whatsoever LESSEE's rights and obligations hereunder. Upon such a transfer, LESSEE shall, for all purposes expressed herein and incidental hereto, accept such transferee as its LESSOR hereunder. LESSOR may assign any or all rights, duties, and obligations created hereunder without the consent of LESSEE, provided such third party agrees not to amend, modify, or change in any manner whatsoever LESSEE's rights and obligations hereunder and assumes without modification LESSOR's rights and obligations hereunder. In all other circumstances, LESSOR shall first have obtained the written consent of LESSEE, which consent shall not be unreasonably withheld.
8. **Notices.** Any notice, report, statement, approval, consent, designation, demand, or request to be given, and any election to be exercised by a party under the provisions of this Lease shall be deemed to be given and received three days when made in writing and sent by United States certified or registered mail, postage prepaid, to the other party at the applicable address set forth below:

LESSOR: Paula Stewart
County Manager
Post Office Box 759
Lillington, North Carolina 27546

With copy to:

Senior Staff Attorney
Post Office Box 238
Lillington, North Carolina 27546

LESSEE: Johnston-Lee-Harnett Community Action
Attn: Marie Watson
Post Office Box 711
Smithfield, North Carolina 27577

9. **Condition of Premises**. LESSEE acknowledges that LESSOR does not warrant that the Premises will be in a condition that would be safe for the provision of any of LESSEE's activities. LESSEE shall be solely responsible for maintaining the Premises in a safe and secure condition at all times that LESSEE occupies the Premises. LESSEE shall indemnify, hold harmless, and release LESSOR from any and all claims related to the condition and suitability of the Premises for LESSEE's use.
10. **Maintenance of the Premises**. LESSOR shall be responsible for the general maintenance of the Premises including, but not limited to, the roof, flooring, stairs, HVAC, electrical, fire extinguishers, windows, pest control, plumbing, parking areas, landscaping, exterior and interior walls, exterior and interior lights, sidewalks, and foundation. LESSOR shall not be responsible for the janitorial duties of the Premises and the repairs and maintenance of any improvements, fixtures, and equipment installed by LESSEE.
11. **LESSEE Damage**. LESSEE shall be responsible for the costs to replace or repair any damage caused to the Premises or grounds by the negligence or willful misconduct of LESSEE, its agents, employees, volunteers, members, and invitees. LESSEE shall reimburse LESSOR for the costs of to replace or repair any such damage within 30 days upon written demand by LESSOR.
12. **Damage or Defect**. LESSEE agrees to notify LESSOR immediately upon discovery of any damage or defect in need of repair to the Premises pursuant to Sections 10 and 11 of this Lease. If the damage or defect does not result from the negligence or willful misconduct of LESSEE, its agents, employees, volunteers, members, and invitees, and is

a repair obligation incurred by Lessor pursuant to Section 10 of this Lease, repair of the damage or defect shall be made by LESSOR at LESSOR's expense.

13. **LESSEE Improvements.** LESSEE shall have the right, at its sole expense, to make such improvements on the Premises as it may deem necessary, including any improvements necessary for LESSEE's community assistance programs, with the prior written approval of LESSOR. LESSOR's approval shall not be unreasonably withheld. LESSEE shall be solely responsible for the cost of any required work and shall ensure that all improvements comply with applicable codes, regulations, and requirements. However, LESSEE shall not destroy, remove, or make any improvements or changes to the Premises which would adversely impact the market value of the Premises or LESSOR's ability to use the Premises upon the termination of this Lease without the prior written permission of the LESSOR. LESSEE shall also reimburse LESSOR for the costs of improvements installed by LESSOR at LESSEE's request.

During the term of this Lease, LESSEE shall maintain the Premises in a safe, clean, and neat condition. Upon termination of this Lease, LESSOR shall take possession and ownership of all improvements to the Premises, except for LESSEE's personal property. LESSOR may inspect any installation or other work performed on the Premises.

To the extent that any repairs or changes are occasioned by (a) the acts of LESSEE, its agents, servants, employees, contractors, or invitees; (b) a defect or malfunction in LESSEE's equipment or any attachments thereto; (c) a safety hazard, or violation of any applicable statute, rule, regulation, order, directive, or standard relating thereto, in or caused by LESSEE's property; (d) any changes or improvements to the Premises requested or made by LESSEE; or (e) any violation or breach of any provision of this Lease by LESSEE or anyone acting under it; then LESSOR may make any required repairs at the expense of LESSEE. LESSEE shall reimburse LESSOR within 30 days upon written demand for any such expenses incurred by LESSOR.

14. **Right of Entry.** LESSOR may enter the Premises immediately, and without notice to LESSEE in the event of emergency repairs to the Premises. In all other circumstances, LESSOR may enter the Premises for inspection, repair, alteration, or improvement of the Premises, but will provide Lessee with 24 hours' notice of its intention to enter the Premises, and will not interfere with LESSEE's business operations during entry of the Premises.

15. **Operating Expense.** Except for those services which LESSOR has agreed to install for LESSEE and/or share in the costs of operating certain services, LESSEE shall be responsible for arranging for the installation and operation of internet service, phone service, security systems, and other such services required for the use of the Premises by LESSEE and shall pay directly to the supplier thereof all charges, fees, or assessments for installation, connection, operation, and use of such services. Prior to installation of any such services, LESSEE shall obtain the written approval of LESSOR, which approval

shall not be unreasonably withheld. If LESSEE installs any security equipment in the Premises, LESSEE shall provide LESSOR with access codes and/or provide for immediate entry to the Premises to enable LESSOR to meet its maintenance and repair obligations set forth in Sections 10 and 14 of this Lease. LESSEE shall fully and promptly pay for all services furnished to the Premises and used by LESSEE throughout the term of this Lease, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon, with the exception of LESSOR's utilities obligations set forth in Section 16 of this Lease.

16. **Utilities.** LESSOR shall be responsible for the costs of electricity, gas, sewer, water, and trash collection for the Premises. LESSEE shall carry all trash to designated receptacles located outside of the Premises for trash collection by LESSOR.
17. **Signage.** LESSEE is permitted to place or display on exterior doors, walls, windows, or other locations designated by LESSOR a sign that can be easily removed to advertise its business, provided LESSEE obtains the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE agrees that any such signs placed on a door, wall, or window shall not be painted but shall be in the form of a decal or other easily removable form. LESSEE is responsible for removing all signs and displays upon termination of this Lease. All signs shall be in compliance with any applicable laws, ordinances, and codes.
18. **LESSEE's Performance and Surrender.** LESSEE shall comply with all rules, regulations, and laws governing the provision of instructional and community services in North Carolina at all times during the term of this Lease. LESSEE shall pay the rent and all other sums required to be paid by LESSEE hereunder in the amounts, at all times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease all improvements to the Premises, except for LESSEE's personal property, shall become the property of LESSOR.
19. **Securing the Premises and Entrances.** LESSEE shall be responsible for securing all doors and entrances to the Premises.
20. **Government Compliance.** LESSEE shall conduct its operations in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
21. **Indemnity.** LESSEE shall indemnify and hold LESSOR harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever (including reimbursement of reasonable legal fees and costs) which may arise out of or be caused by any act or omission or intentional wrongdoing of LESSEE or its agents, employees, invitees, or contractors, or which may arise out of or be caused by the maintenance, presence, use, location or removal of any equipment, system, or other

property owned or operated by LESSEE or its agents, employees, or contractors. LESSEE hereby assumes the risk of the inability to provide its community assistance programs as a result of any reason whatsoever and agrees to indemnify and hold LESSOR harmless from all damages and costs of defending any claim or suit for damages of any kind including business interruption (and attorneys' fees) asserted against LESSOR by reason of such failure. LESSOR shall not be responsible for any damage to LESSEE's property, business, agents, employees, or invitees regardless of the cause of the damage.

22. **Insurance.** LESSEE shall obtain and maintain in effect during the term of this Lease, a policy or policies for general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate coverage and shall name LESSOR as an additional insured on any such policy or policies. Such policy or policies shall protect LESSOR and LESSEE from claims for personal injury and property damage, including death. LESSEE shall maintain property insurance on all LESSEE owned contents.

LESSEE shall promptly furnish to LESSOR certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies rated "A-" or better by "Best's Insurance Guide." In the event LESSEE fails to keep and maintain the liability insurance hereunder, LESSOR may purchase the said insurance and add the premiums to LESSEE's rent and the failure of LESSEE to pay the said premiums when due shall be considered a default and forfeiture of this Lease.

23. **Events of Default, Termination.** If LESSEE vacates or abandons the Premises or fails to perform any other act or obligation as set forth in this Lease and for a period of thirty (30) days following notice from LESSOR of such default fails to cure or commence appropriate action to cure such default, LESSOR may terminate this Lease. LESSOR may also terminate this Lease if state, federal, or local agency establishes any condition(s) for occupancy of the Premises which LESSEE fails or refuses to perform. No such termination of this Lease shall relieve LESSEE of its indemnification obligations and any previously accrued liability and obligations under this Lease and all such liability and obligations shall survive any such termination.

- a) Upon termination or expiration of this Lease, LESSEE will surrender the Premises to LESSOR in as good condition as existed at the commencement of the Lease except for reasonable wear and tear and in accordance with the terms of this Lease, or for damage due to causes beyond LESSEE'S control and without its fault or negligence, or for damage, howsoever caused, to the extent LESSOR shall have been compensated for such damage by insurance.
- b) Upon any termination or expiration of this Lease, LESSEE shall promptly remove its equipment from the Premises without damage to the property of LESSOR in accordance with the terms of this Lease. During the period of removal of its equipment, LESSEE'S right and obligations with respect to access to the Premises shall be the same as those during the period that this Lease is in effect, and until

the completion of the removal of all such equipment.

- c) If any personal property owned by LESSEE shall not have been removed from the Premises within 30 days following the termination or expiration of this Lease, LESSOR shall have the right to sell the property in accordance with the North Carolina General Statutes and apply the proceeds of the sale to any amounts LESSEE owes to LESSOR under this Lease, or retain LESSEE's property, granting LESSEE's credit for the reasonable value of the property against any amounts LESSEE owes to LESSOR.
- d) LESSOR's failure to enforce or insist upon compliance with any of the terms or conditions of this Lease shall not constitute a waiver or relinquishment by LESSOR of any of such terms or conditions. No declaration of default by LESSOR under any provision of this Lease shall be deemed to impair or diminish LESSOR's rights against LESSEE for any breach of this Lease.
- e) LESSEE may terminate this Lease upon 30 days written notice to LESSOR if program needs for space change or changes in funding.
- f) LESSOR may terminate this Lease, without cause, upon one (1) year written notice to LESSEE.

24. **Condemnation.** If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Lease, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and LESSEE hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect LESSEE's right to an award of compensation from any condemnation proceeding for the taking of LESSEE's leasehold interest hereunder or for the taking of LESSEE's improvements, fixtures, equipment, and personal property. The provisions of this Lease governing LESSEE improvements and their removal shall be applicable should termination occur due to condemnation.

25. **Binding on Successors.** The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto.

26. **Access to Premises.** LESSEE and its officers, employees, agents, contractors and invitees shall have full access 24 hours per day, seven (7) days per week to the Premises during the term of this Lease.

27. **Governing Law and Venue.** This Lease shall be governed and construed in accordance with the laws of the State of North Carolina. Any action or proceeding arising under this Lease shall be filed and heard in the Superior Court of Harnett County.

28. **Entire Agreement**. This Lease reflects the entire agreement between LESSOR and LESSEE with respect to the Premises, and cannot be amended except by written instrument subsequently executed by the parties hereto.

29. **No Waiver**. In the event that either party fails to enforce any obligation of the other party under this Lease when performance is due, such delay or failure to enforce shall not constitute a waiver of its right to seek full performance at any future time.

30. **Mechanic's Liens**. LESSEE will not cause any mechanic's or materialman's lien to be placed on the Premises, and LESSEE agrees to indemnify, defend, and hold harmless LESSOR from any such lien from a party claiming by, through or under LESSEE. If any such claim of lien is placed on the Premises, LESSEE shall, within 30 days thereafter regardless of whether or not it contests the validity of the claim upon which such lien is based, post such bonds or take such other steps as may be necessary to remove such lien.

31. **Headings**. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

32. **Severability**. Any provision of this Lease that is legally invalid, void, or unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, LESSOR and LESSEE have hereunto set their hands and seal on this Lease Agreement the day and year first above written.

LESSEE:

JOHNSTON-LEE-HARNETT COMMUNITY
ACTION

Name: _____

Title: _____

LESSOR:

COUNTY OF HARNETT

Gordon Springle, Chairman
Harnett County Board of Commissioners

ATTEST:

Margaret Regina Wheeler, Clerk

NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of the County and State
aforesaid, do hereby certify that _____, personally appeared before
me this day and acknowledged that he/she is _____ of the Johnston-Lee-
Harnett Community Action and that by authority duly given and as an act of the corporation, the
foregoing instrument was signed on behalf of the corporation.

Witness my hand and notarial seal this ___ day of _____, 2019.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
HARNETT COUNTY

I, _____, a Notary Public in and for the aforesaid State and County,
certify that Gordon Springle, personally appeared before me this day who being by me duly sworn,
deposes and says that he is the Chairman of the Harnett County Board of Commissioners and
Margaret Regina Wheeler is the Clerk of said Board; that the seal affixed to the foregoing
instrument is the official seal of Harnett County; that said instrument was signed by him, attested
by said Clerk and the County's seal affixed thereto, all by authority of the Board of Commissioners
of said County, and the said Gordon Springle acknowledged said instrument to be the act and deed
of Harnett County.

Witness my hand and notarial seal this ___ day of _____, 2019.

Notary Public

My Commission Expires: _____

November 4, 2019 APPOINTMENTS NEEDED

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

Laurinda Southerland would like to be reappointed.

There are (5) vacancies on this committee.

BOARD OF HEALTH

There is (1) vacancy for an engineer position on this board.

HARNETT COUNTY BOARD OF ADJUSTMENT

Chris Horne would like to serve as a District 3 alternate. (application attached).

There are vacancies for alternate members representing District 3, 4, and 5 on this Board.

HARNETT COUNTY PARKS AND RECREATION ADVISORY

There is a vacancy for District 1 and District 5

HARNETT REGIONAL JETPORT COMMITTEE

Upon the recommendation of the Economic Development Council, request to appoint Jeff Whittington to this committee.

There is a vacancy for District 4.

HISTORIC PROPERTIES COMMISSION

There is (1) vacancy for District 3 and (1) vacancy for an alternate on this committee.

NURSING HOME COMMUNITY ADVISORY COMMITTEE

There are (2) vacancies on this committee.

RESEARCH TRIANGLE REGIONAL PARTNERSHIP

Upon recommendation of the Economic Development Commission, request to appoint the following: Commissioner Howard Penny, Dr. Lisa Chapman, Angie Stewart

SANDHILLS CENTER

Tonya M. Gray be appointed to serve on this board. (see attached).

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

There is one vacancy to serve on this board.

**would like to be reappointed*

APPLICATION TO SERVE ON A BOARD APPOINTED BY THE
HARNETT COUNTY BOARD OF COMMISSIONERS

BOARD: ** Adult Care Home Community Advisory Committee*
NAME: *Laurinda Bryant Southerland*
ADDRESS: *342 Tirzah Drive, Lillington, NC*

VOTING DISTRICT: (Please check district number in which you live):
 District 1, Commissioner McKoy's District 4, Commissioner Springle's
 District 2, Commissioner Elmore's District 5, Commissioner Miller's
 District 3, Commissioner Burgin's

TELEPHONE: (HOME) *(910) 814-1140* / (WORK) *(919) 499-9102*
PRESENT OCCUPATION: *Preacher/Teacher; Retired Educ.*
YEARS OF FORMAL EDUCATION: *8+*

CIVIC AND FRATERNAL ORGANIZATIONS IN WHICH YOU HAVE PARTICIPATED:
Delta Sigma Theta Sorority
Lillington Ministerial Alliance

PLEASE TELL WHY YOU WOULD LIKE TO SERVE ON THE ABOVE LISTED BOARD:
Properfully, in the near future, I plan to open up and down an Adult Day Home Care Center in several locations.

DATE: *Sept 23, 2015* SIGNATURE: *Laurinda B. Southerland*

FOR OFFICE USE ONLY:
DATE RECEIVED: *11-16-15*
DATE FORWARDED TO COUNTY COMMISSIONERS: _____

Shannon Eason

From: Harnett Website
Sent: Friday, October 4, 2019 3:05 PM
To: Shannon Eason
Subject: Application to Serve on a Board

 <i>Web Site Inquiry Receipt</i>	
Board:	Harnett County Board of Adjustment
Voting District:	District 3
Name:	Chris Horne
Address:	46 Sherman Pines Drive
	Chris Horne
City:	Fuquay-Varina
Zip Code:	27526
Telephone:	843-471-4494
Email:	MsChrisHorne@gmail.com
Years of Formal Education:	8
Civic and fraternal organizations:	Berkeley County GOP - 1st Chair 2008-2012 Precinct Captain - Berkeley County - 2004 - 2016 Board of Zoning Appeals - 2002 - 2005 Operations Committee Member Economic Development Committee Member The Bridge - Board of Directors - 2000 to 2008 The Charleston Tea Party - Founding Member 2008 - 2012 Administrative Services Committee Member Finance Committee Member Land Use Committee Member Community Services Committee Hurricane Matthew Meeting District 5 Berkeley County Land Development and Subdivision Regulations Task Force District No. 5
Why you would like to serve:	I moved here a year ago and I am very impressed by the community services and the willingness of the people to get active and actually work to make a difference. I believe my experience in community organizing and expertise in marketing will serve you and the community very well.

Board Meeting Agenda Item

MEETING DATE: **November 4, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Appointment to Harnett Regional Jetport Committee**

REQUESTED BY: **Angie Stewart, Economic Development**

REQUEST:

Upon the recommendation of the Harnett County Economic Development Council, request to appoint Jeff Whittington to the Harnett Regional Jetport Committee.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Board Meeting Agenda Item

MEETING DATE: **November 4, 2019**

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Appointments to Research Triangle Regional Partnership Board of Directors**

REQUESTED BY: **Angie Stewart, Economic Development**

REQUEST:

Upon the recommendation of the Harnett County Economic Development Council, request to appoint the following to the Research Triangle Regional Partnership Board of Directors:

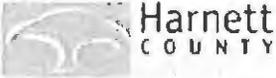
Howard Penny
Dr. Lisa Chapman
Angie Stewart

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Shannon Eason

From: Harnett Website
Sent: Friday, July 19, 2019 8:06 PM
To: Shannon Eason
Subject: Application to Serve on a Board

 Harnett COUNTY <i>Web Site Inquiry Receipt</i>	
Board:	Sandhills Center for MHDDSAS
Voting District:	District 4
Name:	Tonya M. Gray
Address:	1299 McArthur Road
City:	Broadway
Zip Code:	27505
Telephone:	919-721-2210
Email:	tmgray@outlook.com
Years of Formal Education:	22+
Civic and fraternal organizations:	Harnett County Council for Women (prior appointment); Sandhills Center MH/DD/SAS (prior appointment); North Carolina Coalition Against Domestic Violence Board of Directors
Why you would like to serve:	I am a licensed clinical social worker and licensed clinical addictions specialist, with a vested interest in mh/dd/sas services in our community. I was previously appointed to this board, but had to resign due to the critical illness and death of my partner in 2018.
Electronic Signature:	Tonya M. Gray
Agreement:	I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

PROPOSAL
For
RED BARN COMMUNITY FREE THANKSGIVING MEAL
Assisted by Harnett County Commission for Women and Youth (HCCWY)

Each year, the Red Barn Restaurant in Angier, NC opens its doors to serve Thanksgiving meals to individuals in need in the community. This year the women of HCCWY will help assist the Red Barn with their needs in order to support the women and children of this county.

The purpose or reason for this event is to provide a fresh, hot cooked meal for those in need during the Thanksgiving holiday. People in need are encouraged to come to the restaurant to eat and fellowship with others. Meals are also delivered to those that are unable to travel to the restaurant. Which is an awesome idea because the Red Barn members are able to reach more people that are at risk of missing a meal due to unforeseen circumstances. The event has been held on the eve of Thanksgiving. This year, the meal will be held on Wednesday, November 27, 2019. The time is tentatively set for it to begin at 5 pm and end at 8 pm.

What is needed from the County Commissioners is a budget of approximately \$300.00. This will assist with the needs of the Red Barn team in purchasing disposable supplies like take out containers, and eating utensil sets for people that are not able to get to the Red Barn. Additionally, they will need disposable plates for the individuals that are able to fellowship in the restaurant. The team will also like help getting the word out, such as signage, or any other methods. The Red Barn staff are responsible for cooking the meals, therefore, funds for a caterer are not necessary. In the past, they have relied on Food Lion to donate the turkeys. A local church works with them each year and helps with the desserts and other dishes. Last year, their numbers served reached over 425 people. It is suggested that we purchase enough for at least 500 people.

I recommend that the budget be used for the following:

- Members Mark Hefty Supreme 3 compartment hinged lid containers 125 count \$11.78 (x2) Total = **\$23.56 plus taxes**
- Dixie Wrapped Cutlery Kit (knife, fork, spoon, napkin) 250 count (1 only) **\$36.62 plus taxes**
- Hefty Supreme 3- Section plates 200 count (2) \$13.98 = **\$27.96 plus taxes**
- Money for signs to advertise **\$200**

HCCWY members will be needed to assist with serving the meals as well as assist with delivery. The church members will also be responsible for meal delivery. It would be nice to have members of the Board of Commissioners present as well.

Currently, the only thing that we will need outside of the budget, assistance from HCCWY members and County Commissioners as previously noted.

Respectfully Submitted by,

Tracy Berry, Chair for HCCWY

BYLAWS

HARNETT COUNTY COMMISSION FOR WOMEN AND YOUTH

ARTICLE I — NAME

This organization shall be known as the Harnett County Commission for Women and Youth and hereafter is referred to as HCCWY.

ARTICLE II — OBJECTIVES

- Section 1.** To identify and assess the needs of Harnett County's women and youth.
- Section 2.** To educate and advocate on behalf of Harnett County's women and youth.
- Section 3.** To acknowledge and honor women and their role as vital contributors to Harnett County. As well as working to nurture Harnett County's youth as a way to prepare them for their future.
- Section 4.** To collaborate with groups and individuals involved in activities on the status of women and youth.
- Section 5.** To provide information to the Harnett County Board of Commissioners on the needs and the issues important to Harnett County's women and youth.
- Section 6.** To seek support from the Harnett County Board of Commissioners for program funding and the passage of ordinances relating to the needs of women and youth.

ARTICLE III — MEMBERSHIP

- Section 1.** The HCCWY will consist of no more than 13 citizens appointed by the Harnett County Board of Commissioners.
- a. One member shall be appointed from each of the five Commissioners' Districts, and be a resident of that district. These members shall be appointed for three-year terms.
 - b. Up to eight members shall be appointed from Harnett County "at large." These members may live or work in Harnett County and shall likewise be appointed for three-year terms.
- Section 2.** Each member shall actively support the work of the HCCWY and serve on at least one committee.

Add-on
Suggest
4-K

**Board Meeting
Agenda Item**

MEETING DATE: ~~October 21,~~ November 4, 2019

TO: HARNETT COUNTY BOARD OF COMMISSIONERS

SUBJECT: **Sole Source Purchasing Request**

REQUESTED BY: **Steve Ward, HRW Director**

REQUEST:

This is a formal request for the Board to authorize the purchase of upgraded encrypted radios for our SCADA system from Custom Controls Unlimited. CCU has provided all of our SCADA equipment and is also the vendor we rely on for the majority of our controls maintenance as well. This request will allow us to maintain the existing standardization of SCADA equipment we have and enhance our cybersecurity against outside malicious hacking attempts. The amount of this upgrade is \$174,000 and the funding was approved as part of the Repair and Maintenance Water Plant portion of the budget. Please place this item on the consent agenda at the next available meeting.

FINANCE OFFICER'S RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

9/26/2019

To: Board of Directors
Harnett County

The current radios at Fort Bragg are unencrypted and susceptible to man-in-the-middle attacks. It is best practice for critical water infrastructure to encrypt radio communications. This ensures data integrity and hardens the systems against cyber-attacks. This is especially important for Harnett County since the plant provides water to Fort Bragg.

As a government contractor, we have extensive experience meeting the special requirements that are needed to keep communications safe and stay in compliance with DFARS 252.204-7012 and NIST 800-171. In order to satisfy these requirements, Custom Controls recommends GE MDS Orbit radios which meet federal standards and include FIPS 140-2 validated encryption. We have extensive experience using these radios in secure environments and work closely with GE to provide a good experience for every customer.

10/25/2019

To:

Neill Thomas
HCDPU

Quote: CCU Q21418dc1R1 - HC/Radio Encryption

Valid Until:

Scope: Includes items related to:

A. Water System Encrypted Radio Upgrade

Custom Controls Unlimited (CCU) is pleased to offer the following QUOTE based on the below equipment and services.

A. Water System Encrypted Radio Upgrade

1. Hardware Provided by CCU Inc.:

- Fifty-Five (55) GE MDS Orbit, Encrypted 900 MHz Radios
- PLC to Radio Data Cables
- Misc Wire, Terminal Blocks and Fuses

2. Services Provided by CCU Inc.:

- Network Design
- Factory Testing
- Radio Programming
- Installation with assistance from Harnett County Staff
- Testing and Startup

3. Services NOT Provided by CCU Inc.:

- Any Services or Hardware not specifically listed above.

Pricing and Payment Terms

Custom Controls Unlimited, Inc. will provide the materials and services listed above for a lump sum cost of:

\$173,300.00

Acceptance of Quote:

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached CUSTOM CONTROLS UNLIMITED, INC Conditions of Sale are part of this agreement. You are authorized to do the work as specified. *Circle and initial by the prices above to accept and authorize Notice to proceed.*

WITNESS OUR SIGNATURES, this the _____ day of _____, 20 ____.

OWNER

Company Name: County of Harnett signed by: Paula K Stewart ¹⁰⁻³⁰⁻¹⁹
Print Name: Paula K. Stewart, Title: County Manager

FOR CUSTOM CONTROLS UNLIMITED, INC

Signed by: _____

Print Name: _____, Title: _____

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT**

Kimberly W. Stewart
HARNETT COUNTY FINANCE
10.29.2019

CUSTOM CONTROLS UNLIMITED, INC CONDITIONS OF SALE

1. **Performance of Obligations.** The manner in which CCU's obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by CCU. CCU shall not be required to devote full time, attention, or energy to the performance of CCU's obligations under this Agreement. However, CCU shall work as many hours as may be reasonably necessary for CCU to fulfill its obligations under this Agreement. CCU shall supply at CCU's expense any instrumentalities required by CCU for the performance of CCU's obligations hereunder.
2. **Term.** The term of this Agreement will commence on the date the last of the parties' executes this Agreement and continue until terminated in accordance with paragraph 11 of this Agreement. Notwithstanding any other provisions of this paragraph, this Agreement will terminate automatically in the event of a party's bankruptcy, insolvency, or assignment for the benefit of creditors.
3. **Compensation.** Payment terms are Net 30 days after receipt of correct invoice. Any amount due from Owner hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. CCU shall be solely responsible for reporting and paying any such taxes.
4. **Availability of Funds.** Any and all payments by the Owner are expressly contingent upon and subject to the appropriation, allocation and availability of funds for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Owner's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement is *expressly contingent upon* the appropriation, allocation, and availability of funds by the Owner for the purposes set forth in the Agreement. If funds to effect payment are not available, the Owner will provide written notification to CCU. If the Agreement is terminated under this paragraph, CCU agrees to take back any affected Products and software not yet delivered under this Agreement, terminate any Services supplied to the Owner under this Agreement, and relieve the Owner of any further obligation thereof. The Owner shall remit payment for Goods and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.
5. **Indemnification and Release.** Owner shall indemnify, defend, and hold CCU and its parents, subsidiaries, affiliates, officers, employees, and licensors, harmless from any and all claims, demands, actions, damages, losses, liability, costs, and expenses, excluding actual attorney fees, brought by any third party, arising out of or by virtue of any direct or indirect act of negligence of Owner; or Owner's failure to comply with any requirements of any governmental authorities.

CCU shall indemnify, defend, and hold Owner and its Board of Commissioners, subsidiaries, affiliates, officers, employees, and licensors, harmless from any and all claims, demands, actions, damages, losses, liability, costs, and expenses, excluding actual attorney fees, brought by any third party, arising out of or by virtue of any direct or indirect act of negligence of CCU; or CCU's failure to comply with any requirements of any governmental authorities.

6. **Warranty.** CCU warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, CCU's responsibility is limited to correction of the defect by, at CCU's option, repair or replacement of the defective part or parts. Unless stated elsewhere herein, CCU provides no warranty of product performance or process results. The foregoing warranties are exclusive and in lieu of all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.
7. **Software.** Software created on this project by CCU is owned by CCU. If noted in the scope of work, CCU may authorize use of this software inside the Owner's organization only. Authorized use includes ability to modify the software, by the Owner at the Owner's risk. Under no circumstance is the Owner, agent or third

party contractor of the Owner authorized to distribute or use software created by CCU at locations other than the Owner's facilities.

8. Limitation on Damages. Parties to this Contract shall not be liable under any circumstances for any special, consequential, incidental, or exemplary damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of either Party, or damages to third parties. The Parties' liability is limited to the extent permitted by law in states that do not allow the exclusion or limitation of liability for consequential or incidental damages.
9. Worker's Compensation and Employer's Liability Insurance: CCU agrees it will maintain in force, at its own expense, Workers' Compensation insurance as required by the laws of the State of North Carolina as will protect it from claims under the North Carolina Workers' Compensation Act and Employer's Liability insurance with limits no less than \$100,000 per accident and shall file with the Owner a certificate of such insurance noting the County of Harnett as the certificate holder.
10. Commercial General Liability and Automobile Liability Insurance: The CCU agrees it will maintain in force, at its own expense, a commercial liability and automobile liability insurance policy which will insure and indemnify CCU and the Owner, the County of Harnett Board of Commissioners and each member thereof, and every officer and employee of the Owner from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Owner for such injuries to persons or damage to property occurring during the Contract or thereafter that result from performance by CCU of the obligations set forth in this contract shall maintain limits no less than:
 - a. Commercial General Liability that will protect CCU from claims of bodily injury, personal injury and property damage which arises from the operations of this Contract. The amounts of such insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate coverage.
 - b. Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles used in the performance of this Contract in the amounts not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
 - c. The County of Harnett, shall be named as an additional insured on said policy. Said policy shall be issued by an insurer rated in the Best's Insurance Guide with a financial rating of AAA or better. Said policy shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without the Owner having been given ten (10) days prior written notice thereof by such carrier. The CCU agrees he will not cancel or reduce said insurance coverage.
 - d. At all times during the term of this contract, and for one year after acceptance of the project, the CCU shall maintain on file with the Owner a certificate of insurance carrier or carriers showing the aforesaid insurance policy is in effect in the amount above provided. Notwithstanding any other provisions to the contrary contained in this contract, the CCU shall not have the right to perform the work under this contract until such certificate is filed with the Owner. The date of termination or cancellation of said insurance policy is in no way to be construed as a limit of the liability of CCU.
11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.
12. Termination. Any notice or termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.
 - a. The parties may mutually terminate this Contract by written agreement at any time.
 - h. Termination for Cause: In the event any goods, software, or service furnished by CCU during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within ten (10) business days after providing written notice thereof to CCU, the Owner may cancel the Contract, in whole or in part, and procure the articles or services from other sources.

This agreement may be terminated by CCU, in whole or in part, whenever Owner defaults in its performance in any manner and fails to remedy same within ten (10) business days after receipt of notice setting forth the default.

13. Independent Contractor. The parties acknowledge that CCU is an independent contractor and is not an agent, partner, joint venturer, nor employee Owner. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.
14. Immigration Reform and Control Act of 1986: CCU, while engaged in carrying out any complying the terms and conditions of this Contract, certifies that it does not knowingly employ any alien who is unauthorized to work.
15. E-Verify: CCU understands that E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with §64-25(5) of the North Carolina General Statutes. Provided that CCU is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State, then the CCU understands and certifies that it shall verify the work authorization of the employee through E-Verify in accordance with §64-26(a) of the North Carolina General Statutes. CCU further certifies that their subcontractors comply with E-Verify pursuant to federal law, and CCU will ensure compliance with E-Verify by any subcontractors subsequently hired by CCU.
16. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; orders of domestic or foreign courts or tribunals; or loss of or fluctuations in heat, light, or air conditioning.
17. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.
18. Choice of Law. The laws of the State of North Carolina shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. By agreeing to the terms of this Agreement, Owner consents to personal jurisdiction and venue in the Circuit Court for Harnett County, North Carolina with respect to all controversies, disputes, and claims. No litigation concerning a dispute or arising out of this agreement may be commenced by Owner more than one year after completion of work by CCU.
19. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.
20. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
21. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage paid, addressed as follows:

To Owner:

Neill Thomas
Public Utilities
Post Office Box 1119 (mail)
700 McKinney Parkway (physical)
Lillington, North Carolina 27546

With copy to:
Senior Staff Attorney

Post Office Box 238 (mail)
420 McKinney Parkway (physical)
Lillington, North Carolina 27546

To CCU:

Devin Carroll
2600 Garner Station Blvd
Raleigh, NC 27603

with Copy to:
Michael Burger (Legal Counsel)
NC Planning

22. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.
24. Counterparts and Facsimile Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. A facsimile copy or photocopy of this Agreement containing facsimile copies or photocopies of the signatures or initials of any Party shall be binding.