

Janice McKenzie Cole, Chair, Board of Commissioners	Date
Attest:	
Mary P. Hunnicutt, Clerk to the Board	Date

(Seal)

ADOPTION OF PROPOSED SCHEDULES, STANDARDS, AND RULES TO BE USED IN APPRAISAL FOR PERQUIMANS COUNTY

Bill Jennings, Tax Administrator, explained that no one had come by to ask about the schedules, standards, and rules to be used in the appraisal for Perquimans County. On motion made by Kyle Jones, seconded by Matthew Peeler, the Board unanimously adopted the proposed schedules, standards, and rules to be used in the appraisal for Perquimans County. Commissioner Peeler asked Mr. Pearson if he knew the overall value of the properties in Perquimans County. Mr. Pearson said that he did not at this time.

PUBLIC COMMENTS

The following public comments were made:

- **Kristy LaLonde:** Ms. LaLonde thanked the Board for how things are progressing in Perquimans County regarding the wind energy facilities. She agreed with the one-mile setback but prefers a three-mile setback. The other concern was about the verbiage of the escrow account which will be used to provide research on matters that the County requests to assist in making our decision. She also mentioned the Wisconsin project which someone else will be talking about tonight.
- **Gigi Badawi:** Ms. Badawi made an emotional plea to the Board not to have what has happened to her with the Iberdrola Wind Farm happen to the residents of Bear Swamp Road. She explained that work is being done on Iberdrola's property seven days a week in preparation of the installation of the A1 and A2 Wind Turbines. She also provided information to the Board about Wind Turbines causing developmental deformities in horses and also about the Wisconsin project that has been determined that they are detrimental with the health of residents. Commissioner Peeler asked County Manager Heath about the sound study that was to be provided to the County prior to the installation of the Wind Turbines. He wanted to know if it has been provided. If we have not received it, could we find out when we will be receiving it. Mr. Heath will check into this.

ADJOURNMENT

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:25 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler. Because there was not business for the Work Session, the meeting was concluded.

Janice McKenzie Cole, Chair

Clerk to the Board

REGULAR MEETING

December 7, 2015

6:50 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, December 7, 2015, at 6:50 p.m. in the upstairs Courtroom located on the second floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT:	Janice McKenzie Cole, Chair	Edward R. Muzzulin, Vice Chairman
	Kyle Jones	Fondella Leigh
	Wallace Nelson	Matthew Peeler

MEMBERS ABSENT: None

OTHERS PRESENT:	Frank Heath, County Manager	Mary Hunnicutt, Clerk to the Board
	Will Crowe, County Attorney	

After the Chair called the meeting to order, Commissioner Nelson gave the invocation and the Chair led the Pledge of Allegiance. Chair Cole said that the first item of business was to hold a public hearing.

PUBLIC HEARING

Financing Resolution for Loan for New Library Construction

Chair Cole opened the Public Hearing stating that the purpose of the public hearing was to receive public comments regarding the construction and financing to construct a facility to use for County library services to better serve the citizens of Perquimans County. There were thirty-two (32) people present. Chair Cole recognized Frank Heath, County Manager, who explained that the Board will need to approve a Resolution authorizing us to apply for approval from Local Government Commission (LGC) to finance up to \$2.5 million for ten (10) years to finance this New Library Project. Chair Cole asked if anyone signed up to speak. The following individuals spoke:

- **Tommy Harrell:** Mr. Harrell wanted to know if the \$250,000 that had been budgeted for this project from the General Funds would be returned to the General Funds after the financing had been approved. County Manager Heath said that the County did budget this year \$500,000 from the General Funds to be used for the New Library Facility. He further explained that we will be using these funds toward the project. He also explained that, after the bids have been received, the County will only use what the actual costs would be. The money is there only if we need it. Mr. Harrell felt that this \$500,000 should be returned to the General Fund after the financing has been approved to save for any future emergencies. He further stated that the County should consider raising our taxes to cover things that we need for our children.
- **Jeri Oltman:** Ms. Oltman, former Librarian, thanked the Board for their constructing this new Library Facility.

There being no further questions or comments, Chair Cole closed the Public Hearing at 7:00 p.m.

AGENDA

On motion made by Wallace Nelson, seconded by Matthew Peeler, the Board unanimously approved the Agenda as amended.

CONSENT AGENDA

The following items were considered to be routine and were unanimously approved on motion made by Matthew Peeler, seconded by Fondella A. Leigh.

1. **Approval of Minutes:** November 2, 2015 Regular Meeting & November 16, 2015 Special Called Meeting
2. **Tax Release Approvals:**

PERQUIMANS COUNTY TAX RELEASE:

Deluca, Jr., Frank & Virginia----- \$107.36
 Assessment correction. Account No. 429696.

PERQUIMANS COUNTY TAX REFUND:

Deluca, Jr., Frank & Virginia----- \$107.36
 Assessment correction. Account No. 429696.

3. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Stacey Mitchell	Deputy (SRO)	Reinstatement			9/11/2015
Stacey Mitchell	Deputy (SRO)	FMLA			9/11/2015
Brian Gregory	Bailiff	Appointment		\$13.50/hr.	11/25/2015
Kiera Hinton	IMC I working toward IMC II	Appointment	61/4	\$27,748	12/1/2015

4. **Step/Merit Increase:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Nicole Hunter	Office Assistant III	57/5	\$23,836	12/1/2015
Robert Elliott	Water Technician I	58/3	\$23,723	12/1/2015

5. **Board Appointments:**

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Edward R. Muzzulin	Albemarle Hospital Board of Trustees	Reappointment	3 yrs.	12/1/2015
Parnell, Brian	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Bonner, Greg	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Brittingham, Richard	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Cartwright, Michael	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Chaney, Susan	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Cole, Janice	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Copeland, Crystal	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Forlines, Craig	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Lafon, David	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Lawrence, Grady	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Nixon, Jonathan	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Palmer, Cordell	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Ponte, Tom	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Smith, Lewis	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Spruill, Mary	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Stoop, Ashley	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Value, Jason	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
VanDuy, T. Gwen	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Williams, Peter	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016
Winslow, Jarvis	Chowan/Perquimans Multi-County LEPC	Reappointment	1 yr.	1/1/2016

6. **Resolution & Letter of Support:** The following Resolution and Letter of Support were approved by the Board:

December 7, 2015

The Honorable Richard Burr
 United States Senator
 217 Russell Senate Office Building
 Washington, DC 20510

Dear Senator Burr:

On behalf of the Perquimans County Board of Commissioners, I am writing in response to your letter dated August 26th (attached) which identified reasons you feel you cannot support our request to cosponsor S 1775 WW II Merchant Mariners Service Act. On May 4, 2015, our Board adopted a resolution in support of WW II Coastwise Merchant Mariners. A copy is attached for your reference.

We feel strongly that the findings within our previously submitted May resolution were completely valid. The resolution included a very specific reference, USCG Paper #77 of April, 1992. It clearly identifies the use of nonmilitary records and set the precedence for use of same. Two of the three documents listed for use by Mariners to gain veteran status are clearly indicated as non-military documents. It furthers goes on to state one of the accepted non-military documents, Ship's Logbooks (property of owners), were turned over to the Maritime Administration for safekeeping and storage. Sadly, sometime in the 1970's the Maritime Administration ordered them to be destroyed because they were rarely used for research and too costly to store.

In reviewing the language of S 1775, we found no mention of changing the law so that specific military discharge and certification documents now used for verifying seagoing or coastwise service would no longer be needed and allowing Social Security records or pay receipts to be submitted in lieu of those military documents would be setting an unnecessary precedent. We interpret the language as to allow the use of alternative methods of recognition when **NO** documents could be found or when documents were **not** available due to government actions that destroyed, withheld, denied or otherwise removed them from service. Research indicates as many as 15,000 cubic feet of Merchant Mariner personnel records are stored in boxes and blocked from research due to privacy policies.

There was no mention regarding the recognition of the women and school children who served on those barges and tugs. The USCG refused to issue credentials to women and children. They served gallantly. Do we not owe them at least recognition? Alternative methods of recognition would rectify this.

Senator Burr, the Perquimans County Board of Commissioners respectfully requests that you further review the evidence that Mr. Horton has assembled. We feel that, based upon your thoughtful review, you will be in a position to give this issue the weight of your full support.

Sincerely yours,

Janice McKenzie Cole, Chair
 Perquimans County Board of Commissioners

JMC/mh

Enclosures

RESOLUTION AUTHORIZING REMOVAL OF CERTAIN PUBLIC RECORD BOOKS KEPT BY THE REGISTER OF DEED FOR THE PURPOSE OF REPAIR, RESTORATION AND REBINDING

WHEREAS, NCGS 132-7 provides that books of public records should be copied or repaired, renovated or rebound, if worn, mutilated, damaged or difficult to read; and

WHEREAS, there is identified certain books of public records maintained by the Register of Deeds in need of repair, restoration and rebinding; and

WHEREAS, Kofile, Inc. is under contract to provide repair, restoration and rebinding of those certain books of public records.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR PERQUIMANS COUNTY, NORTH CAROLINA, that:

Section 1. The Register of Deeds is authorized to remove or cause to be removed to the care and custody of Kofile, Inc. for repair, restoration and rebinding the following books of public records:

Vital Statistics Marriage Licenses 1874 - 1879

Section 2. The books of public records listed in Section 1 of this resolution may remain in the care and custody of Kofile, Inc. for the length of time required to repair, restore and rebind them.

Section 3. This resolution is effective upon its adoption.

ADOPTED the 7th day of December, 2015.

Janice McK. Cole, Chairman
Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

7. Budget Amendments:

**BUDGET AMENDMENT NO. 8
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-000	State Grants - DSS	203	
10-610-198	Low Income Energy Assistance	203	
EXPLANATION: To budget additional (LIEAP) funds for FY 2015-16 as approved by the State.			

INTRODUCTION OF NEW EMPLOYEES/STAFF

The following new employees were introduced to the Board:

- **IMC II – Adult Medicaid:** Susan Chaney, Social Services Director, introduced Janice Thornton, IMC II – Adult Medicaid, who began working for Perquimans County on November 1, 2015.
- **IMC II – Adult Medicaid:** Susan Chaney, Social Services Director, introduced Laurretta Powell, IMC II – Adult Medicaid, who began working for Perquimans County on November 1, 2015.

Chair Cole welcomed them to Perquimans County.

CRAIG POFF, IBERDROLA

Mr. Poff updated the Board on the construction progress of the Amazon Wind Farm US East located between Pasquotank and Perquimans Counties. Currently, they have 55 employees working and they have hired about 22 local employees from Perquimans and Pasquotank Counties. The progress has been slow due to the weather conditions. They have completed the US Highway 17 entrance. The Swamp Road entrance is still under construction. They have also completed some of the roads and other preparations for the buildings. The foundations will begin being poured the first of next year (January/February). The components for the delivery of turbines will be delivered around late May/early June with their erection being done shortly afterwards. Their completion date is around December of next year. Commissioner Peeler asked if the parts for the turbines will be brought through the US Highway 17 entrance. Mr. Poff said that it would be the primary route for the heavy equipment. He further explained the route. Chair Cole mentioned to Mr. Poff that the County had received a letter from one landowner that expressed his excitement to have the roads built and that they have been very respective of him by notifying him that they are coming on his property.

SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney updated the Board on her department.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Flood Zone & Flood Maps:** Mr. Heath explained that the Flood Zone and Flood Maps have been updated. Under the old maps, there were 1,610 properties in Flood Zone. Now there is only 706 properties in the Flood Zone. This will be effective in about one year.
- **Interstate I-44:** There was a compromise on the Federal Level. Surveys for the topos and utility locations have been completed. They have been turned into the architect so that they could finalize the site plan. This also has been completed and now they are beginning to work on the construction plan. We are planning a Public Hearing next month to request financing approval from Local Government Commission (LGC).

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Commissioner Peeler stated that he had a Commissioners' Concern. Chair Cole asked if there were any Commissioner's Concerns or Committee Reports. The following concern was mentioned:

- **Commissioner Peeler:** Mr. Peeler stated that, at last month's meeting, he requested a report on identifying sound and sound recording with regard to Iberdrola's Desert Wind Farm Facility. At this time, we have not received the required information to be in compliance with our current Zoning Ordinance. He read the following excerpt from Article IX – Conditional Uses of the Zoning Ordinance: Section 907.27.B(5a) states "Audible sound from a Large Wind Energy Facility shall not exceed fifty-five (55) dBA, as measured at any Occupied Building or Residence on the property of a Non-Participating Landowner." He further stated that we had received a copy of a Memorandum to Michael Clayton/Iberdrola Renewables, LLC from Mack Bastasch, P.E./CH2M HILL which stated that, "The predicted values represent the calculated long-term average performance based on the sound data provided for this Project and the calculation methods described herein." Mr. Peeler said that he did not have a problem with this statement but he does have a problem with, ". . . the expected long term average project sound level is not anticipated to exceed 55 dBA at any identified non-participating occupied building or residence." He does not feel that this complies with what our Zoning Ordinance is requiring. He asks again for this information and/or report before any turbines are built.

There being no further Commissioners' concerns or committee reports, the Chair proceeded with the meeting.

ELECTION OF CHAIRMAN/VICE CHAIR

Will Crowe, County Attorney, acting as Temporary Chairman of the meeting, opened the floor for nominations for Chairman of the Board. Kyle Jones nominated Janice McKenzie Cole as Chair. There being no further nominations, Mr. Crowe asked for a motion to close the nominations for Chair. On

motion made by Kyle Jones, seconded by Fondella A. Leigh, the nominations for Chair were closed. Kyle Jones made a motion to elect Janice McKenzie Cole as Chair. The motion was seconded by Wallace E. Nelson and Janice McKenzie Cole was approved as Chair by a vote of five (5) to one (1) with Matthew Peeler voting against the motion. Mr. Crowe then turned the meeting over to newly elected Chair, Janice McKenzie Cole. Ms. Cole opened the floor for nominations for Vice Chairman of the Board. Fondella A. Leigh nominated Kyle Jones as Vice Chairman. Commissioner Peeler asked Commissioner Muzzulin if he was interested in continuing as Vice Chairman. Mr. Muzzulin said that he believes in rotating Chairman. There being no further nominations, Ms. Cole closed the nominations. The Board unanimously approved the appointment of Kyle Jones as Vice Chairman of the Perquimans County Board of Commissioners.

RESOLUTION FOR LIBRARY CONSTRUCTION LOAN

A Public Hearing was held earlier in the meeting. Chair Cole asked for a motion to adopt the Resolution to proceed with approval from Local Government Commissioner to apply for the \$2.5 million 10-year loan to construct the new Library Facility. Kyle Jones made a motion to approve the following Resolution:

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR
APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA
GENERAL STATUTE 160A-20**

WHEREAS, the County of Perquimans, North Carolina desires to construct a facility to use for County library services (the "Project") to better serve the citizens of Perquimans County; and

WHEREAS, The County of Perquimans desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Perquimans County, North Carolina, meeting in regular session on the 7th day of December, 2015, make the following findings of fact:

1. The proposed contract is necessary or expedient because of the need to replace the aging existing facilities for the Perquimans County Library.
2. The proposed contract is preferable to a bond issue for the same purpose because the amount of financing of up to \$2,500,000 exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted bonds in a timely manner.
3. The cost of financing under the proposed contract is expected to be less than the cost of issuing general obligation bonds.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the County of Perquimans has compared the cost of constructing a new facility against the renovation of the current facility and found the difference to be negligible.
5. The County of Perquimans' debt management procedures and policies are good because the procedures and policies fully comply with all statutory requirements involving debt management.
6. There is no proposed increase in taxes necessary to meet the sums to fall due under the proposed contract for the current fiscal year and is not deemed to be excessive. Perquimans County's general revaluation will become effective January 1, 2016, and this may necessitate a review of revenue needed to further fund the project for future fiscal years.
7. The County of Perquimans is not in default in any of its debt service obligations.
8. The attorney for the County of Perquimans has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman of the Perquimans County Board of Commissioners, County Manager, and Finance Officer are hereby authorized to act on behalf of the County of Perquimans in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 7th day of December, 2015.

The motion to adopt this resolution was made by Commissioner Kyle Jones, seconded by Commissioner Fondella A. Leigh and passed by a vote of six (6) to zero (0).

Janice McKenzie Cole, Chairman

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

This is to certify that this is a true and accurate copy of Resolution adopted by the Perquimans County Board of Commissioners on the 7th day of December, 2015.

Mary P. Hunnicutt, Clerk to the Board

Date

The motion was seconded by Fondella A. Leigh. Commissioner Peeler asked if the total project cost was \$2.5 million or \$3.0 million. County Manager Heath said that the financing is up to \$2.5 and, based on the initial estimates, the project could cost up to \$3.0 million. The motion was unanimously approved.

SECOND AMENDMENT TO RESOLUTION ESTABLISHING ALBEMARLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

County Manager Heath explained that, at their November 19th meeting, the Albemarle Regional Solid Waste Management Authority (ARSWMA) approved to add Washington County into the Authority. Each County member of the Authority needed to adopt the Second Amendment to Resolution Establishing Albemarle Regional Solid Waste Management Authority. On motion made by Matthew Peeler, seconded by Edward R. Muzzulin, the Board unanimously adopted the Second Amendment to Resolution Establishing Albemarle Regional Solid Waste Management Authority (**see Attachment A**).

EMERGENCY MANAGEMENT ITEMS

Jonathan Nixon, Emergency Medical Director, presented the following documents for Board approval and information:

- **LEPC Grant:** Mr. Nixon notified the Board that the County had received the \$16,000 HMEP Training/Planning Grant through the Hazardous Material Emergency Preparedness Grant Program (HMEP). This will be used to have LEPC (Local Emergency Planning Committee) host two evening HazMat Training Sessions followed by a live practical training exercise in Perquimans County. He is requesting that the Board authorize the County Manager to sign the attached Memorandum of Agreement (**see Attachment B**). On motion made by Wallace E. Nelson, seconded by Kyle Jones, the Board unanimously approved the LEPC Grant Memorandum of Agreement.
- **Red Cross Memorandum of Understanding:** Mr. Nixon presented the Red Cross Memorandum of Understanding which has been reviewed by County Manager Frank Heath and County Attorney Hackney High. He is requesting that the Board approve this

Memorandum of Understanding (see Attachment C). On motion made by Wallace E. Nelson, seconded by Edward R. Muzzulin, the Board unanimously approved the Red Cross Memorandum of Understanding.

- **Emergency Management Performance Grant:** Mr. Nixon presented the Emergency Management Performance Grant Cost Report 1 for Fiscal Year 2015 for information purposes only. No action was required on this matter.

BOARD RESIGNATION/APPOINTMENTS

Chair Cole presented the following Board resignation and appointments:

- **Northern Region Advisory Board Resignation & Appointment:** Chair Cole informed the Board that Kathleen Ingram presented her resignation from the Trillium Northern Region Advisory Board effective November 17, 2015. The Board will need to appoint her replacement. Since the Board had no recommendation for an appointment, this was tabled until next month's meeting.
- **Albemarle Commission At-Large Appointment:** Chair Cole presented a letter from Cathy Davison, Executive Director of Albemarle Commission, stating that Perquimans County is eligible for an at-large appointment to the Albemarle Commission Board. From our list of applications, Lynn Mathis was contacted by Commissioner Jones to see if she was still interested in serving on this Board. She was very excited to be considered. On motion made by Kyle Jones, seconded by Edward R. Muzzulin the Board unanimously appointed Lynn Mathis as the at-large representative on the Albemarle Commission Board for a term of two years.

ERIC TILLEY, SHERIFF

Chair Cole recognized Sheriff Eric Tilley who wanted to request another deputy's car. Mr. Tilley said that this was only the second time that he had come before the Board to request additional funding in seventeen years outside the budget requests. In January, 2015, Deputy Preston Ward was in an accident that totaled his car and we had a car totaled during an assist with Elizabeth City Police to apprehend a suspect. Mr. Ward has returned to work and he needs a car. Also, he has another individual who he would like to hire for the SRO position but we need a car. At year end, Sheriff Tilley has always turned money back into the County. Commissioner Muzzulin asked how much it would be to purchase another car. Sheriff Tilley said it was \$23,779. This was the cost of the last vehicle that he just replaced. Chair Cole asked Mr. Tilley how many cars he presently has. Sheriff Tilley said that he had presented thought it was fifteen, including two animal control vehicles. She then asked how many deputies he has. Sheriff Tilley said that he has thirteen. After a discussion, Chair Cole said that they have an unwritten rule that we do not vote on funding requests at the meeting it is requested. Therefore, they tabled the matter until next month.

PUBLIC COMMENTS

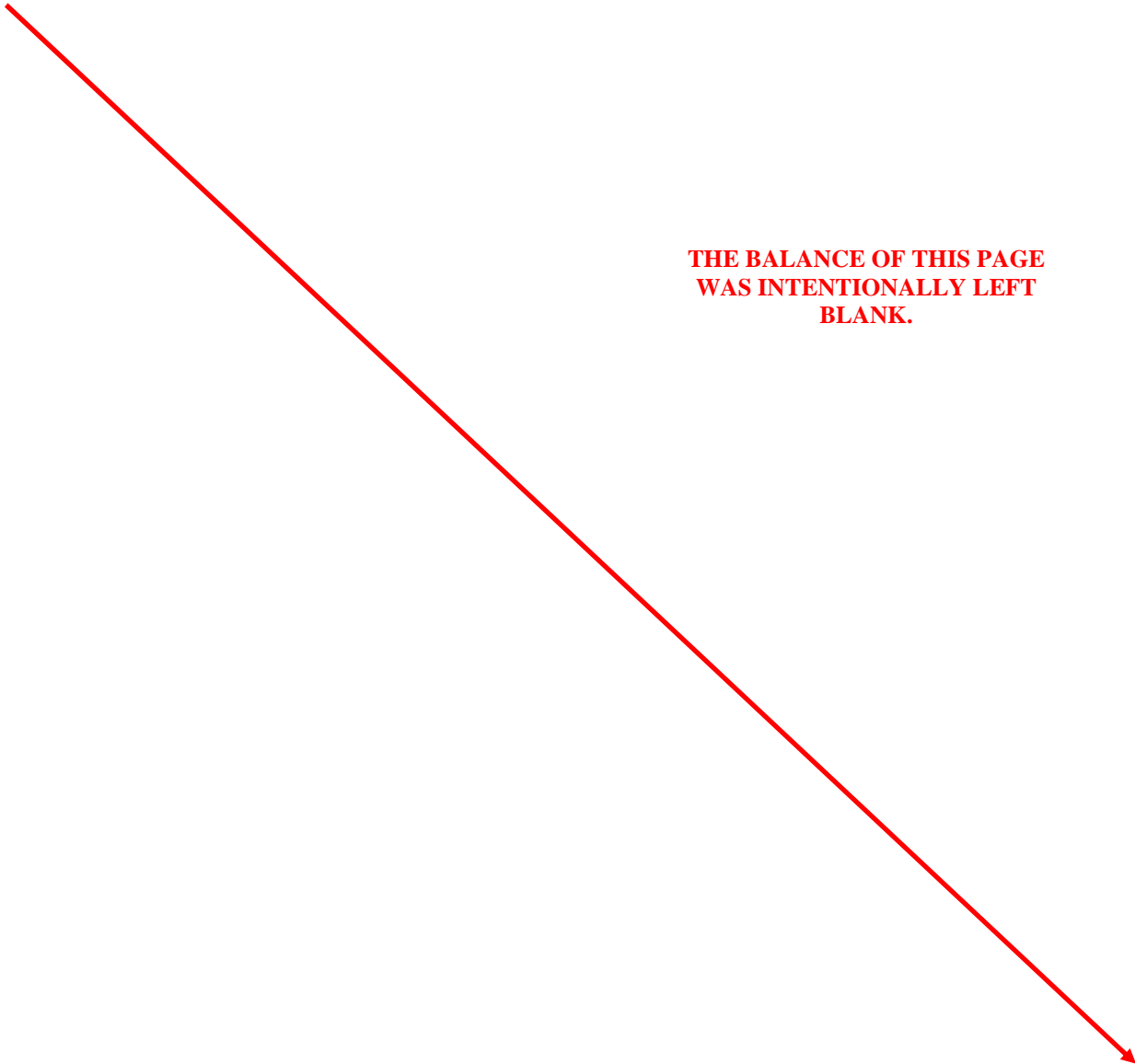
There were no public comments.

ADJOURNMENT

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:40 p.m. on motion made by Matthew Peeler, seconded by Edward R. Muzzulin.

Janice McKenzie Cole, Chair

Clerk to the Board



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ATTACHMENT A**SECOND AMENDMENT TO RESOLUTION ESTABLISHING
ALBEMARLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY****WITNESSETH:**

WHEREAS, the General Assembly of North Carolina enacted the Solid Waste Management Act of 1989, Chapter 130A, Article 9 of the General Statutes of North Carolina ("Solid Waste Management Act"); and

WHEREAS Part 2A of the Solid Waste Management Act governs the storage, collection, transport, separation, processing, recycling and disposal of nonhazardous solid waste; and

WHEREAS, Part 2A of the Solid Waste Management Act further mandates that each county, either individually or in cooperation with others, shall, in cooperation with its municipalities, develop a comprehensive county solid waste management plan consistent with the State of North Carolina's (the "State") comprehensive solid waste plan, including provisions that address the State's recycling goals; and

WHEREAS, the General Assembly has enacted legislation providing for the creation of regional solid waste management authorities among units of local government in North Carolina, the legislation being codified in Chapter 153A, Article 22 of the General Statutes; and

WHEREAS, Chowan, Currituck, Dare, Gates, Hyde, Perquimans and Tyrrell Counties, being counties of the State, after due and diligent consideration, agreed to take action pursuant to Chapter 153A, Article 22 of the General Statutes to create the Albemarle Regional Solid Waste Management Authority ("Authority") by resolution dated September 21, 1992 (the "Initial Resolution"); and

WHEREAS, the counties party to the Initial Resolution unanimously agreed, pursuant to Article XI of the Initial Resolution, to amend the Initial Resolution and adopted the First Amendment to Resolution Establishing Albemarle Regional Solid Waste Management Authority ("First Amended Resolution") on March 26, 2009. The counties party to the First Amended Resolution now desire to further amend the First Amended Resolution to incorporate reference to Exhibit A as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the Authority and the governing bodies of each county party to the First Amended Resolution in separate sessions duly convened, by the adoption and enactment of this resolution by the Authority and each of the governing bodies, that the First Amended Resolution be amended and that this amended resolution, called the Second Amendment to Resolution Establishing Albemarle Regional Solid Waste Management Authority ("Second Amended Resolution" or "Charter"), supersede and replace the First Amended Resolution in its entirety.

ARTICLE I

The name of this Authority shall be the ALBEMARLE REGIONAL SOLID WASTE MANAGEMENT AUTHORITY ("Authority").

**ARTICLE II
DEFINITIONS**

The following terms are defined terms under this Second Amended Resolution and shall have the meanings as indicated:

1. **Statutory Definitions** - The terms used herein and enumerated in Part 1 of the Solid Waste Management Act and Chapter 153A, Article 22 of the General Statutes of North Carolina shall have the meanings as set forth therein. In the event of any inconsistencies between the definitions of the terms as set forth in the Solid Waste Management Act and Chapter 153A, Article 22 and the terms as set forth in this Charter, the definitions as set forth in the Solid Waste Management Act and Chapter 153A, Article 22 shall control.
2. **Authority** - The Albemarle Regional Solid Waste Management Authority, established pursuant to Chapter 153A, Article 22 of the General Statutes of North Carolina.
3. **Charter** - The articles and sections of this Second Amended Resolution, including exhibits.
4. **Solid Waste Disposal System** - Any and all facilities now or later designated by the Authority as part of its system for the management and disposal of solid waste, including but not limited to recycling and other volume reduction facilities, sanitary landfills, or other disposal means, resource recovery facilities (including steam production and electrical generating facilities using solid waste as fuel), composting, recycling and transfer stations, roads, water lines, wastewater lines and treatment facilities to the extent provided or operated to carry out the provisions of the Solid Waste Management Act, and all buildings, fixtures, equipment and all property, real and personal now or hereafter owned, leased, operated or used by the Authority, all for the purpose of providing for solid waste disposal, as of the date of enactment of this Charter.
5. **Waste Collector** - Any person, firm, corporation or other entity engaged, in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the Service Area, including any entity engaged in activities with respect to solid waste generated by the entity or by others. The term Waste Collector does not include an individual who removes solid waste from his or her own premises.
6. **Regional Landfill** - Any landfill developed and operated by the Authority in locations within the Service Area or designated by the Authority for the disposal of solid waste (whether within or outside of the Service Area).
7. **Service Area** - The geographic area encompassing the territorial jurisdiction of the Member Units of the Authority.
8. **Solid Waste** — As set forth in G.S. 153A-421(a), the term "solid waste" means nonhazardous solid waste, that is, solid waste as defined in G.S. 130A-290 but not including hazardous waste.
9. **Plan of Operation** - A plan adopted by the Authority setting forth the types of material acceptable to the Authority for disposal, times and places where material will be received by the Authority, methods of collecting fees charged by the Authority for the disposal service, and other information describing operating procedures, control, use of the disposal service, and providing instruction and guidelines to users of the system.
10. **Service Charge** - Any charge made by the Authority for the management of solid waste.
11. **Member Unit** — A unit of local government that is a member of the Authority as set forth in Exhibit A.

**ARTICLE III
DECLARATION OF PURPOSE**

It is the purpose of this Charter to require all inhabitants, entities and governmental agencies within the Service Area to use exclusively the Solid Waste Disposal System operated, maintained or designated by the Authority for the disposal of all solid waste generated within or otherwise brought within the Service Area; to establish a schedule of fees, rates, charges and assessments for the management of solid waste to pay for the costs of the financing and the operation and maintenance of the Solid Waste Disposal System; and to provide for a method and procedure for the collection of established fees, rates, charges and assessments.

The purpose of the Authority is to provide environmentally sound, cost effective management of solid waste, including storage, collection, transportation, separation, processing, recycling, and disposal of solid waste in order to protect the public health, safety, and welfare, enhance the environment for the people of this State, recover resources and energy which have the potential for further use and encourage, implement and promote the purposes set forth in Part 2A of the Solid Waste Management Act.

1. **Solid Waste Disposal System** - Any and all facilities now or later designated by the Authority as part of its system for the management and disposal of solid waste, including but not limited to recycling and other volume reduction facilities, sanitary landfills, or other disposal means, resource recovery facilities (including steam production and electrical generating facilities using solid waste as fuel), composting, recycling and transfer stations, roads, water lines, wastewater lines and treatment facilities to the extent provided or operated to carry out the provisions of the Solid Waste Management Act, and all buildings, fixtures, equipment and all property, real and personal now or hereafter owned, leased, operated or used by the Authority, all for the purpose of providing for solid waste disposal, as of the date of enactment of this Charter.
2. **Waste Collector** - Any person, firm, corporation or other entity engaged, in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the Service Area, including any entity engaged in activities with respect to solid waste generated by the entity or by others. The term Waste Collector does not include an individual who removes solid waste from his or her own premises.
3. **Regional Landfill** - Any landfill developed and operated by the Authority in locations within the Service Area or designated by the Authority for the disposal of solid waste (whether within or outside of the Service Area).
4. **Service Area** - The geographic area encompassing the territorial jurisdiction of the Member Units of the Authority.
5. **Solid Waste** — As set forth in G.S. 153A-421(a), the term "solid waste" means nonhazardous solid waste, that is, solid waste as defined in G.S. 130A-290 but not including hazardous waste.
6. **Plan of Operation** - A plan adopted by the Authority setting forth the types of material acceptable to the Authority for disposal, times and places where material will be received by the Authority, methods of collecting fees charged by the Authority for the disposal service, and other information describing operating procedures, control, use of the disposal service, and providing instruction and guidelines to users of the system.
7. **Service Charge** - Any charge made by the Authority for the management of solid waste.
8. **Member Unit** — A unit of local government that is a member of the Authority as set forth in Exhibit A.

ARTICLE IV
FINDINGS

1. It is necessary for the promotion of the common interest of the people of the Service Area to provide for the effectuation and financing of a Solid Waste Disposal System, and it is necessary for the health, safety, and welfare of the citizens and residents of the Service Area to provide an adequate Solid Waste Disposal System for all residents and commercial, industrial, municipal and agricultural operators within the Service Area.

2. The Authority may issue solid waste and resource recovery bonds ("Bonds") to finance the acquisition, construction, planning, permitting, design, management and operation of the Solid Waste Disposal System, which bonds among other things, would obligate the Authority to impose, by law, Service Charges within the Service Area for use of the Solid Waste Disposal System. The Authority will also make significant contractual commitments of financial resources, including authorization of revenue bonds, to provide for the construction, planning, permitting, design, management and operation and maintenance of facilities as part of the system to provide and assure the safe and efficient disposal, transfer and resource recovery of solid waste generated within the Service Area to meet the needs of residents of the Service Area.

3. The feasibility of construction, planning, permitting, design, management and maintenance of facilities as part of the Solid Waste Disposal System to meet present and future needs of the residents of the Service Area and the ability of the Authority to generate revenues sufficient to liquidate the bonded indebtedness to be incurred by the Authority to finance the construction of facilities as part of the Solid Waste Disposal System depends upon the ability to obtain the type and quantity of operational volumes of solid waste needed to make such facilities economically viable.

4. The Solid Waste Management Act authorizes the Authority to construct, operate and maintain or contract with entities for the construction, operation and maintenance of the Solid Waste Disposal System for the use and benefit of the inhabitants of the Service Area and grants to the Authority the power:

- (a) To require the inhabitants of the Service Area to use the Solid Waste Disposal System established by the Authority exclusive of any other facilities being operated or maintained by any other governmental authorities or private parties;
- (b) To prescribe, fix, establish and collect rates, fees, assessments, rentals or other charges for the use of the Solid Waste Disposal System and to pledge revenues as security for the payment of bonds issued under legal authority for the purchase, construction, planning, permitting, design, management and operation of the Solid Waste Disposal System; and
- (c) To require any waste hauler who accepts solid waste in the Service Area to use the Solid Waste Disposal System of the Authority.

5. The inefficient and improper methods of managing solid waste create hazards to public health, cause pollution of the air and water resources, constitute a waste of natural resources, have an adverse effect on land values and create public nuisances.

6. The potential operation of numerous independent and separate solid waste facilities within the Service Area with varying standards of operation and control creates a serious and critical health and safety problem to all of the citizens of the Service Area and the use of one Solid Waste Disposal System operating uniformly and with minimum ecological impact in the Service Area is vital and imperative to the health, safety and welfare of the people of the Service Area and other living things there.

7. The Solid Waste Management Act grants the Authority the power to provide for and regulate solid waste collection and disposal.

8. The Service Area has limited land and resources for the disposal, transfer and recovery of resources from solid waste and it is the responsibility of the units of local government within the Service Area to protect and judiciously utilize limited land and resources.

9. The Authority is developing the Solid Waste Disposal System as a regional waste disposal and recovery system within the framework of a regional solid waste management Plan of Operation in cooperation with federal, state and local agencies for the benefit of all citizens of the Service Area.

10. The provisions of this Charter are intended to be, and they shall constitute, the exercise by the Authority of the powers and authority granted to it under the Solid Waste Management Act and Chapter 153A, Article 22 of the General Statutes of North Carolina.

ARTICLE V
POWERS, DUTIES AND FUNCTIONS

Section 1.
POWERS

This Authority shall possess the following powers:

- (1) To apply for, accept, receive, and disburse funds and grants made available to it by the State or any agency thereof, the United States of America or any agency thereof, any unit of local government whether or not a Member Unit of the Authority, any private or civic agency, and any persons, firms, or corporations;
- (2) To employ personnel;
- (3) To contract with consultants;
- (4) To contract with the United States of America or any agency or instrumentality thereof, the State or any agency, instrumentality, political subdivision, or municipality thereof, or any private corporation, partnership, association, or individual, providing for the acquisition, construction, improvement, enlargement, operation or maintenance of any solid waste management facility, or providing for any solid waste management services;
- (5) To adopt bylaws for the regulation of its affairs and the conduct of its business and to prescribe rules and policies in connection with the performance of its functions and duties, not inconsistent with Article 22 of Chapter 153A of the North Carolina General Statutes;
- (6) To adopt an official seal and alter the same;
- (7) To establish and maintain suitable administrative buildings or offices at such places as it may determine by purchase, construction, lease, or other arrangements either by the Authority alone or through appropriate cost-sharing arrangements with any unit of local government or other person;
- (8) To sue and be sued in its own name, and to plead and be impleaded;
- (9) To receive, administer, and comply with the conditions and requirements respecting any gift, grant, or donation of any property or money;
- (10) To acquire by purchase, lease, gift, or otherwise, or to obtain options for the acquisition of any property, real or personal, improved or unimproved, including an interest in land less than the fee thereof;
- (11) To sell, lease, exchange, transfer, or otherwise dispose of, or to grant options for any such purposes with respect to any real or personal property or interest in such property;
- (12) To pledge, assign, mortgage, or otherwise grant a security interest in any real or personal property or interest in such property, including the right and power to pledge, assign, or otherwise grant a security interest in money, rents, charges, or other revenues and any proceeds derived by the Authority from any and all sources;
- (13) To issue revenue bonds of the Authority and enter into other financial arrangements including those permitted by Chapter 153A, Article 22, and Chapters 159, 1591, and 160A of the General Statutes of North Carolina to finance solid waste management activities, including but not limited to systems and facilities for waste reduction, materials recovery, recycling, resource recovery, landfilling, ash management, disposal and related support facilities, to refund any revenue bonds or notes issued by the Authority, whether or not in advance of their maturity or earliest redemption date, or to provide funds for other corporate purposes of the Authority;
- (14) With the approval of any Member Unit to use officers, employees, agents and facilities of such Member Unit for such purposes and upon such terms as may be mutually agreeable;
- (15) To develop and make data, plans, information, surveys, and studies of solid waste management facilities within the territorial jurisdiction of the Member Units of the Authority, and to prepare and make recommendations in regard thereto;
- (16) To study, plan, design, construct, operate, acquire, lease, and improve systems and facilities, including systems and facilities for waste reduction, materials recovery, recycling, resource recovery, landfilling, ash management, household hazardous waste management, transportation, disposal and public education regarding solid waste management, in order to provide environmentally sound, cost-effective management of solid waste, including storage, collection, transporting, separation, processing, recycling and disposal of solid waste in order to protect the public health, safety and welfare; to enhance the environment for the people of the Service Area; to recover resources and energy which have the potential for further use, and to promote and implement the purposes set forth in Part 2A of the Solid Waste Management Act;
- (17) To locate solid waste facilities, including ancillary support facilities, as the Authority may see fit;
- (18) To assume any responsibility for disposal and management of solid waste imposed by law on any Member Unit;
- (19) To operate such facilities together with any person, firm, corporation, the State, any entity of the State, or any unit of local government as appropriate and otherwise permitted by this Charter and the laws of the State;
- (20) To set and collect such fees and charges as is reasonable to offset operating costs, debt service, and capital reserve requirements of the Authority;
- (21) To apply to the appropriate agencies of the State, the United States of America or any state thereof, and to any other appropriate agency for such permits, licenses, certificates or approvals as may be necessary and to construct, maintain, and operate projects in accordance with such permits, licenses, certificates, or approvals in the same manner as any other person or operating unit of any other person;
- (22) (i) To employ engineers, architects, attorneys, real estate counselors, appraisers, financial advisors, and such other consultants and employees as may be required in the judgment of the Authority, and to fix and pay their compensation from funds available to the Authority therefor, and (ii) to select and retain, subject to approval of the North Carolina Local Government Commission, the financial consultants, underwriters, and bond attorneys to be associated with the issuance of any revenue bonds, and to fix and pay for services rendered by financial consultants, underwriters, or bond attorneys from funds available to the Authority, including the proceeds of any revenue bond issue with regard to which the services were performed;
- (23) To acquire property located within the territorial jurisdiction of any Member Unit by eminent domain pursuant to authority granted to counties;

- (24) To require that any and all (i) solid waste generated within the Authority's Service Area and (ii) recyclable materials generated within the Authority's Service Area and transferred to the Authority be separated and delivered to specific locations and facilities.
- (25) To do all things necessary, convenient, or desirable to carry out the purposes and to exercise the powers granted to the Authority under this Charter.

Section 2.
FUNCTIONS AND DUTIES

The functions and duties of the Authority shall include, but not be limited to the following:

- (1) The planning, design, construction, financing, management, ownership, operation and maintenance of solid waste disposal, volume reduction and resource recovery facilities and all related solid waste receiving, transfer, recycling, storage, transportation and waste handling and general support facilities considered by the Authority to be necessary, desirable, convenient or appropriate in carrying out the Plan of Operation and in establishing, managing and operating solid waste disposal and resource recovery systems and their component waste processing facilities and equipment;
- (2) The provision of solid waste management services to agencies, municipalities, persons, regions and business entities within the Service Area, or other places as may be designated by the Authority, by receiving solid wastes at the Authority facilities, pursuant to contracts between the Authority and such agencies, municipalities, persons, regions and business entities, as well as the recovery of material and energy resources and resource values from such solid wastes and the production from such services and resources recovery operations of revenues sufficient to provide for the support of the Authority and its operations;
- (3) The development, implementation and supervision of a program requiring all persons who collect, haul, convey or transport any solid waste within the Authority's Service Area to obtain a license. The Authority may enter into an administrative agreement with any county, municipality or other political subdivision under which agreement the licensing program referenced herein may be conducted by the county, municipality or other political subdivision.

ARTICLE VI
BOARD OF DELEGATES

The powers of the Authority shall be exercised by the Board of Delegates ("Authority Board"), which shall be composed as set forth in Exhibit A.

The governing body of each Member Unit shall appoint resident(s) of the Member Unit to the Authority Board as the Member Unit's delegate(s) as set forth in Exhibit A and may appoint one alternate for each delegate who may attend meetings of the Authority Board, but who shall be entitled to vote only in the absence of any one delegate designated by the appointing Member Unit. Each delegate and alternate shall serve at the pleasure of the appointing body for a term of four years. The year of expiration of the term of each Member Unit is described in Exhibit A. Any delegate or alternate may be removed, with or without cause, by the governing body of the appointing Member Unit. Each delegate and alternate on the Authority Board shall hold office until that delegate's or alternate's successor is appointed and qualified. Any delegate and alternate shall be eligible for reappointment to succeed themselves.

The Authority Board shall annually elect a Chairman and Vice-Chairman by simple majority vote of those delegates present and voting at a properly constituted meeting, at which a quorum is present. A quorum is defined as a majority of Member Unit delegates. No alternate delegate shall be eligible to hold the office of Chairman or Vice-Chairman. If there is a tie vote of the Authority Board, the motion on which the vote was made shall fail and have no effect.

A vacancy on the Authority Board shall be filled by appointment by the governing board of the Member Unit having the original appointment with the term of office for the new appointee being the unexpired term of the original appointee.

Delegates and alternates shall be compensated for attendance at meetings of the Authority Board and reimbursed for expenses incurred by them in the course of their duties upon presentation of proper documentation of those expenses. Such compensation and reimbursement of expenses shall be pursuant to a schedule proposed by the Authority's executive director and approved by a simple majority vote of the Member Units.

ARTICLE VII
FINANCES

Funding for administrative and general operational requirements of the Authority, to include planning, permitting, design, acquisition, construction and management of the Solid Waste Disposal System and other Authority purposes as provided in the Charter will initially be provided by Member Units of the Authority. Each Member Unit's proportionate share will be determined by simple majority vote, and an annual budget for each up-coming fiscal year shall be submitted to the Member Units not later than May 1. The budget shall be funded first by revenues generated by operations of the Authority based on tonnage of solid waste disposed of by Member Units and agreed rates charged to non-Member Unit users and, secondarily, in the event of an emergency as determined by a simple majority vote of the Member Units, by revenues generated by assessments of Member Units, the assessments to be determined based on the tonnage of solid waste disposed of by a Member Unit during the previous calendar year.

A Member Unit shall be excluded from access to and utilization of the Authority's facilities if that Member Unit fails to contribute its assessed proportionate share for the operation of the Authority within thirty (30) days from the date of the establishment of such assessment.

ARTICLE VIII
LOCATION OF REGIONAL LANDFILL

Each Member Unit covenants that it will support and accept the Authority's location and/or expansion of a Regional Landfill within the Member Unit's jurisdiction.

ARTICLE IX
WITHDRAWAL

If the Authority has no outstanding indebtedness or existing contractual obligations, any Member Unit may withdraw from the Authority effective at the end of the current fiscal year by giving at least six months notice in writing to each of the other Member Units. Withdrawal of a Member Unit shall not dissolve the Authority so long as at least two Member Units remain.

Upon any Member Unit's withdrawal from the Authority, that Member Unit may still continue to use the Solid Waste Disposal System described in this Charter; however, that Member Unit shall be required to pay whatever rates are charged to non-Member Unit counties, municipalities, business and other persons by the owner or operator of the relevant Solid Waste Disposal System.

ARTICLE X
AUDIT

The Authority shall cause to be made an annual audit of its books and records by an independent certified public accountant at the end of each fiscal year and a certified copy of the audit shall be filed promptly with the governing body of each Member Unit.

ARTICLE XI
AMENDMENTS

This Charter (including any Exhibits hereto) may be amended in writing by a unanimous vote of the governing bodies of the Member Units as set forth in a written resolution signed by the Chairman of the Authority that recites the votes of each Member Unit. Such amendment shall be effective as of the date the Chairman signs the resolution. Notwithstanding the amendment process set forth above, if a private landfill shall be substantially affected by an amendment, the Authority shall be required to give the operator of the affected landfill at least two years written notice prior to the effective date of the amendment, unless the operator of the affected landfill waives such notice.

ARTICLE XII
DISSOLUTION

If the Authority has no outstanding indebtedness and no existing contractual obligations, the Authority may be dissolved by a vote of the super majority (at least seventy-five percent) of the Member Units. The Member Unit in which the Authority's landfill(s) and/or transfer station(s), if any, are located at the time of dissolution shall have the right of first refusal to purchase the Authority's landfill at fair market value. The proceeds that may be derived from the sale of the Authority's landfill(s) and/or transfer station(s), if any, and all other assets of the Authority shall be distributed among the Member Units pursuant to the following formula:

$$\frac{\text{Tonnage of solid waste disposed of by Member Unit during life of Authority}}{\text{Total amount of tonnage disposed of by Authority during Authority's life}} \times \text{Total dollar value of Authority's assets} = \text{Member Unit's share}$$

ADOPTED, this the _____ day of _____, 2015.

Chairman of the Authority

ATTEST:

Clerk to the Authority

The Second Amended Resolution is adopted by Chowan County this _____ day of _____, 2015.

MEMBER:
CHOWAN COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:
By: _____
By: _____

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

By: _____
County Finance Officer

The Second Amended Resolution is adopted by Currituck County this _____ day of _____, 2015.

MEMBER:
CURRITUCK COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:
By: _____
By: _____

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

By: _____
County Finance Officer

The Second Amended Resolution is adopted by Dare County this _____ day of _____, 2015.

MEMBER:
DARE COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:
By: _____
By: _____

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

By: _____
County Finance Officer

The Second Amended Resolution is adopted by Gates County this _____ day of _____, 2015.

MEMBER:
GATES COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:
By: _____
By: _____

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

By: _____
County Finance Officer

The Second Amended Resolution is adopted by Hyde County this _____ day of _____, 2015.

MEMBER:
HYDE COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:
By: _____
By: _____

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

By: _____
County Finance Officer

The Second Amended Resolution is adopted by Perquimans County this _____ day of _____, 2015.

MEMBER:
PERQUIMANS COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:
By: _____

By: _____

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

By: _____
County Finance Officer

The Second Amended Resolution is adopted by Tyrrell County this _____ day of _____, 2015.

MEMBER:
TYRELL COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

ATTEST:

By: _____
By: _____

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

By: _____
County Finance Officer

The Second Amended Resolution is adopted by Washington County this _____ day of _____, 2015.

MEMBER:
WASHINGTON COUNTY, NORTH CAROLINA

By: _____
Chairman, Board of Commissioners

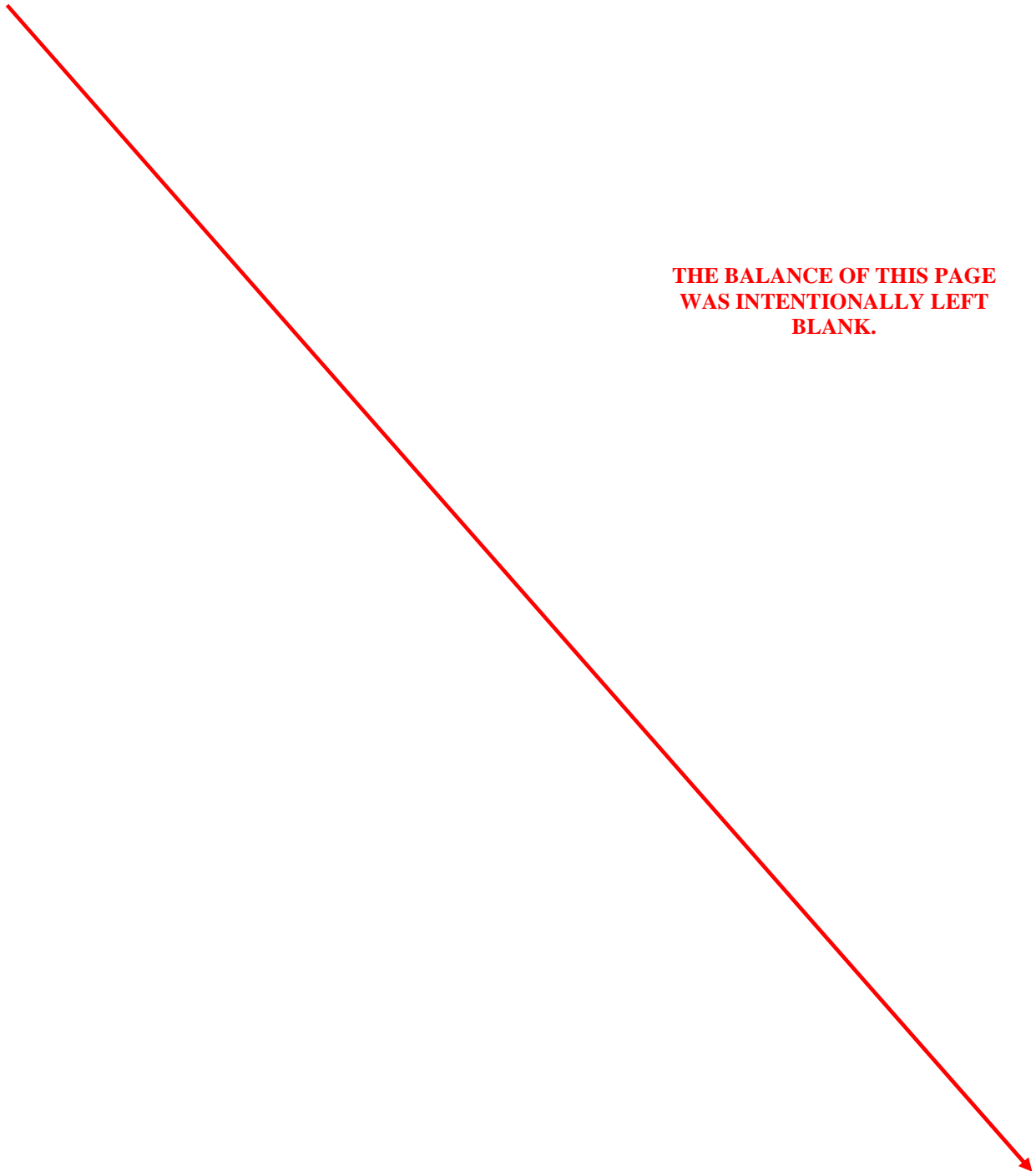
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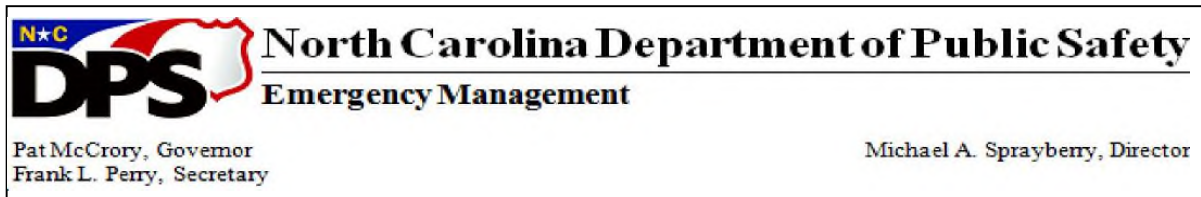
By: _____
By: _____

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

By: _____
County Finance Officer

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ATTACHMENT B**Hazardous Material Emergency Preparedness Grant Program "HMEP"**

CFDA #: 20.703

Fiscal Year 2015

Grant Award #: HM-HMP-0469-15-01-00

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

MOA # 1505

DPS Fund Code: 1501-8073-35CB/15

Sub-Recipient:

Chowan/Perquimans LEPC
Tax ID/EIN #: 56-6000286
DUNS#: 927155200

MOA Amount: \$ 16,000.00

MOA Period of Performance to -10/01/2015 to 09/30/2016

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 Transportation (USDOT) HMEP Grant Program. A copy of the complete federal grant instructions is available at www.DOT.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 HMEP funding to the Sub-Recipient to fund projects related to Emergency Management Planning, Trainings and Exercises. For more detailed description of the project approved for MOA# 1505, please see Attachment 1 for detailed Scope of Work.

2. **Program Authorization and Regulations:**

This Agreement, the North Carolina General Assembly and the Hazardous Materials Emergency Planning Grant Program (HMEP) are governed by the following statutes and regulations: (1) The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 5101 *et. seq.*; (2) 49 C.F.R. parts 18 and 110, and any other applicable policy memoranda and guidance documents; (3) Emergency Planning Community Right-To-Know Act (EPCRA), 42 U.S.C. § 11001 *et. seq.*; (4) OMB Circulars A-87 and A-110; (5) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 *et. seq.*; (6) Where applicable, it will comply with Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 *et. seq.*, Federal Fair Labor Standards Act, 29 U.S.C. Section 201 *et. seq.*, Davis-Bacon Act, 40 U.S.C. §§ 276a to 276a-7, Sections 306 and 508 of the Clean Air Act, 42 U.S.C. § 1857(h) and § 1368, Executive Order 11738, the Americans With Disabilities Act, 42 U.S.C. § 12001 *et. seq.*, the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities, the Hatch Act, which limits the political activity of employees, the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended Pub. L. 93-234, 87 Section 975, approved December 31, 1973, Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance, applicable N.C. General Statutes when negotiating contracts for services and the Energy Policy and Conservation Act (P.L. 94-163) FY 2015 HMEP Notice of Funding Opportunity Announcement (NOFOA) available at www.phmsa.dot.gov 9) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.phmsa.dot.gov; and 10) the N.C. Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

3. **Compensation:** Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management **no later than 45 days after the award date. The grant shall be effective upon return of the executed Grant Award and Memorandum of Agreement 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.

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 Emergency Management" program. Continued HMEP funding is contingent upon completion of all HMEP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. be established as a State, Local, or Non-Profit agency by appropriate resolution/ ordinance;
- ii. Complete any procurement(s) and expenditures no later than 9/15/2016.
- iii. Provide a semi-annual progress report to the NCEM EPCRA Program Manager using the latest Grant.

B. File Retention: RECIPIENT/SUB-RECIPIENT's performance under this Agreement shall be subject to 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and/or OMB Circular No. A-87, "Cost Principles for State and Local Governments," and/or OMB Circular No. A-102 "Grants and Cooperative Agreements with State and Local Governments." Pursuant to 49 C.F.R. §18.42, the RECIPIENT/SUB-RECIPIENT, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records to the AGENCY/GRANTEE, awarding agency (USDOT), and the Comptroller General of the United States or any authorized representatives, employees, and agents thereof. Sub-Recipient is required to maintain records and (invoices) of this grant for five (5) years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. However, if litigation, claim or audit has been initiated prior to the expiration of the five-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. Files must be available for review by North Carolina Emergency Management Staff for site visits, project closeout and future audits.

i. Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:

1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
2. Completed appropriate cost report forms with invoices and proof(s) of payment
3. Audit Findings and Corrective Action Plans

C. Employees must be covered by an approved Pay Plan. However, the Director may be exempt from this requirement.

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

5. **Conditions:** The Sub-Recipient 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 2015 HMEP 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 Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all federal funds are limited to period of performance of this award.

6. **Supplantation:** The Sub-recipients 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 hazardous materials transportation preparedness activities.

In compliance with that mandate, the Sub-Recipient certifies that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for hazardous materials transportation preparedness activities.

7. **Compliance.** The Sub-recipient 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 2015 HMEP Notice of Funding Opportunity Announcement (NOFOA). The Sub-recipient 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 will result in the return of this grant award to North Carolina Emergency Management.
8. **Responsibilities:**
 - A. The Recipient shall:
 - i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
 - ii. Conduct a review of the project to ensure that it is in accordance with HMEP requirements.
 - iii. The performance period for this award to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, ends on 9/15/2016
 - iv. Directly monitor the completion of this project.
 - B. The Sub-Recipient shall:
 - i. Expend FY 2015 HMEP Grant Program funds in accordance with the applicable USDOT and HMEP NOFOA, 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.
 - ii. 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) Part 13 and 2 CFR Part 200. The Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDOT and HMEP NOFOA and the USDOT and Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient 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 nonexclusive list of regulations commonly applicable to DOT grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230 (formerly OMB Circulars A-87, A21 and A-122); 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; PHMSA.DOT 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; and Grant Award and Special Conditions documents.
 - C. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
 - D. Complete the procurement(s) process not later than 9/15/2016
 - E. **REPORTS:** The RECIPIENT/SUB-RECIPIENT shall provide reports or information to the AGENCY/GRANTEE. Report(s), as described in Attachment A to this Agreement, which are due thirty (30) days from completion of the plan, exercise, or study. Reports shall include the current LEPC membership roster, a copy of the most recent LEPC meeting minutes and agenda and LEPC by-laws. The RECIPIENT/SUB-RECIPIENT shall provide a semi-annual summary (progress report), not later than **June 15, 2016**, to the EPCRA Program Manager to ensure that the project deliverables are being met, and that each grant contract is operating within budget. The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUB-RECIPIENT shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management EPCRA Program Manager for all reports. If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/GRANTEE may withhold payment until they are completed or may take such other action as set forth in paragraph (10). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUB-RECIPIENT if reports are not received within thirty (30) days after written notice by the AGENCY/GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A. Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUB-RECIPIENT shall provide such additional updates or information as may be required by the AGENCY/GRANTEE.
 - F. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable HMEP NOFOA and Grant Award and Special Conditions documents.
 - G. Maintain a grant management filing system as required in this MOA and Attachment 4.
 - H. Comply with current federal suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB Circular A-133 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. Sub-Recipient 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 sub- Recipients have not been suspended or debarred from doing business with the federal government".
 - I. Ensure that HMEP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
 - J. Non-supplanting Requirement. Federal grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.
 - K. All materials publicizing or resulting from award activities must be approved by EPCRA program manager.
 - L. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.
 - M. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand received or transferred.
 - N. Sub-Recipient shall maintain an effective property management system that complies with the following requirements. 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. Sub-Recipient 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.
 - i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The Grant Summary, Cost Reports with backup documentation, Certificate of Title, and any other Sub-Recipient 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. The Sub-Recipient must provide quarterly updates until all funds are expended.
 - ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient 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. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Sub-Recipient 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 C.F.R. 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 C.F.R. Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only authorized equipment listed in the FY2015 PHMSA NOFO are eligible for purchase. For more guidance visit www.phmsa.dot.gov.
 - O. No indirect or administrative costs will be charged to this allocation award.

Sub-Recipients 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.

- i. Any equipment purchased under the PHMSA Grant is subject to use as a regional asset to be utilized by the US DOT, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
 - R. Each Sub-Recipient 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>.
 - S. System for Award Management (SAM) registration is required for all applicants. Each Sub-Recipient shall ensure that your organization's 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 federal 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.
 - T. 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 Sub-Recipient and shall not be reimbursed under this MOA.
 - U. HMEP Sub-Recipients certify that they have read and agree to abide by the Sub-Recipient instructions provided in the sub-recipient instructions document provided by NCEM.
 - V. If applicable, changes, real property, equipment, supplies and copyrights will be administered in accordance with 49 C.F.R. Part 18. (See 49 C.F.R. 19.30-18.34.)
9. **Funding:** All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DOT and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available.
 - A. All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from USDOT, PHMSA and Recipient for the purposes set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable USDOT Program Guidelines, which include, but may not be limited to, the FY 2015 HMEP NOFOA, available at: www.phmsa.dot.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 USDOT Financial Management Guide available at www.DOT.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:** Sub-Recipient shall be considered to be an independent Sub-Recipient and as such shall be responsible for all taxes.
 11. **Warranty.** As an independent sub-recipient, the Sub-Recipient 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 PHMSA grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.
 13. **State Property.** Sub-Recipient shall be responsible for the custody and care of any property purchased with HMEP 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 HMEP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HMEP funds shall be in the Sub-Recipient unless noted in section 2 of the MOA.
 14. **Points of Contact.** To provide consistent and effective communication between Sub-Recipient and the 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 Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Homeland Security Grants Management Staff, and NCEM Branch Staff. The Sub-Recipient point of contact shall be the HMEP Program Manager or the person designated by the Sub-Recipient. 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: (i) as of the date of disclosure and/or delivery, is already known to the party receiving such information; (ii) is or becomes part of the public domain, through no fault of the receiving party; (iii) is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or (iv) 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 PHMSA 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 Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. Sub-Recipient 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 HMEP NOFOA 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 Sub-Recipient. 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:** Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-Recipient 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 2015 HMEP NOFOA.
 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 Sub-Recipient.
 23. **Termination:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until 9/15/2016. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by USDOT, PHMSA 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 USDOT, PHMSA Grant Adjustment Notice, incorporated by reference herein. If USDOT suspends or terminates funding in accordance with 2 CFR 200 and the FY2015 HMEP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

24. **Budget and Scope of Work:**

SUB-RECIPIENT shall implement the HMEP Grant project summarized below and as described in the approved project application. That Application is hereby incorporated by reference into this Agreement. The AGENCY/ Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

Project Costs:	
Federal Share:	\$ 16,000.00
State Share:	\$ 0.00
Local Share:	\$ 0.00
TOTAL:	\$ 16,000.00

B. Scope of Work Summary

Please see Attachment I for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

SUB-RECIPIENT must also provide a semi-annual summary (progress report); no later than **June 15th** to the HMEP Grant Manager and/or Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be Provided at the Conclusion of Work (if applicable)

- i. Semi-annual project progress reports.
- ii. Sub-Recipient involved legal action that pertains to Planning Training Exercise and Equipment purchased with HMEP ;
- iii. After action report from exercise;
- iv. Training course roster and description
- v. A copy of an plan created or re-written with grant funds
- vi. Any other documentation that would be pertinent.
- vii. Any invoices detailing the expenses associated with the project
- viii. Proof of payment for each invoice

25. **Lobbying Prohibition:** The Sub-Recipient certifies, to the best of his or her 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 N.C. 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. In 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 sub-recipients 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.

Sub- Recipient agrees to comply with above requirements

26. **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 C.F.R. 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 contractors 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 contractors' 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; and/or
 - 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 contractor 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 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.

Sub- Recipient agrees to comply with above requirements

27. **Assurance of Compliance with Title VI of the Civil Rights Act of 1964:** Sub-Recipient **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the USDOT it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the USDOT - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives federal financial assistance from the USDOT, 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 Sub-Recipient hereby gives the following specific assurance with respect to the project:

- A. That the Sub-Recipient 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. That the Sub-Recipient shall 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:
 - i. The Sub-Recipient, 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. That the Sub-Recipient shall insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. That this assurance obligates the Recipient for the period during which federal financial assistance is extended to the project.
- E. The Sub-Recipient shall provide for such methods of administration for the program as are found by the Secretary of USDOT or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub Recipients, 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. The Sub-Recipient 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 USDOT and is binding on it, other recipients, sub Recipients, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

Sub- Recipient agrees to comply with above requirements

28. **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 Sub-Recipient executed in expending these grant funds.

The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for 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 USDOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient, 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.

That in the event of breach of the above nondiscrimination covenants, Sub-Recipient 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.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient 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 Sub-Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient.

The [Sub-Recipient, 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 [Sub-Recipient, 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.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient 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.

That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient 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 Sub-Recipient 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.

Sub- Recipient agrees to comply with above requirements:

29. **Assurance of Compliance with Privacy Act:** The Sub-Recipient 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 Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDOT function.
- B. To notify USDOT when the Sub-Recipient or any of its third-party contractors, subcontractors, sub recipients, or their employees anticipate a system of records on behalf of USDOT 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 USDOT 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 USDOT function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDOT regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Subsections 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 USDOT.

Sub- Recipient agrees to comply with above requirements

30. **Certification Regarding Drug-Free Workplace Requirements (Sub Recipients 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 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 44 CFR Part 2*)

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub- Recipients workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Sub-recipient's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee to be 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:

- (1) Abide by the terms of the statement; and
- (2) 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)(2), 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)(2), with respect to any employee who is convicted -

- (1) Taking appropriate personnel action against such an employee, up to and including termination, or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (g).

Place(s) of Performance: The Sub- Recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, city, county, state, zip code)

Sub- Recipient agrees to comply with above requirements:

31. **Execution and Effective Date:** This grant shall become effective upon return of this original Grant Award and Memorandum of Agreement, properly executed on behalf of the Sub-recipient, 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 10/01/2015. The last signature shall be that of Frank L. Perry, Secretary for the North Carolina Department of Public Safety.

32. **Term of this Agreement:** This agreement shall be in effect from 10/01/2015 to 09/15/2016.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of 10/01/2015.

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

PERQUIMANS COUNTY
159 CREEK DRIVE
HERTFORD, NC 27944

BY: _____
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

BY: _____

APPROVED AS TO PROCEDURES:

BY: _____
JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

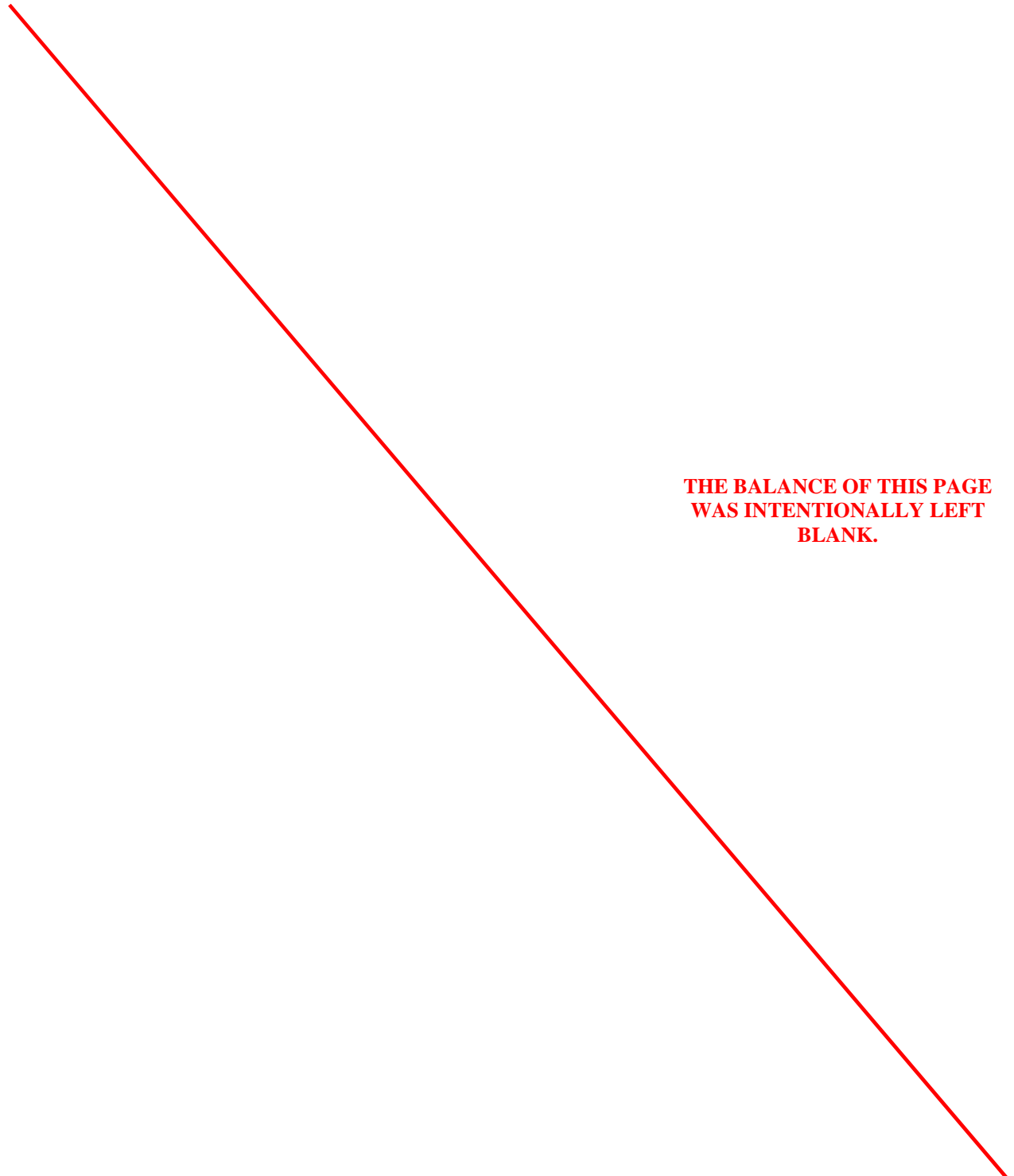
BY: _____
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
TRANSPORTATION GRANT PROGRAMS

BY: _____

BY: _____
FRANK L. PERRY, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2015 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY FRANK L. PERRY, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HMEP FOR OTHER FISCAL YEARS.

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BLANK.**



ATTACHMENT C

Memorandum of Understanding
Between
The American Red Cross
and the
County of Perquimans

MOU Between The American Red Cross and the County of Perquimans

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and the County of Perquimans, its lead Emergency Management agency (hereinafter Perquimans County Emergency Services), and other departments, agencies, and offices in preparing for, responding to, and recovering from emergencies and disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and Perquimans County Emergency Services in assisting individuals, families and communities who have been or could be impacted by a disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the County of Perquimans to the community and other agencies.

II. Parties**A. County of Perquimans**

N.C.G.S. 166A-19.15 is the statute that gives the governing body of each county the authority to take responsibility for emergency management within each county.

Within the Perquimans County Emergency Services Department lies the Emergency Management Division.

B. American Red Cross1. Services to help people prepare for, respond to, and recover from disasters

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is a nongovernmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other nongovernmental organizations. Our goal is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and manmade disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

- *Assessing community hazards, priority risks, needs and assets;*
- *Engaging the community in preparedness (e.g. Home Fire Campaign);*
- *Enabling individuals and families and organizations to take preparedness actions;*
- *Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;*
- *Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;*
- *Reinforcing preparedness for people and organizations who have taken preparedness actions.*

b. Response

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- *Home Fire Response Services*
- *Sheltering*
- *Feeding*
- *Health Services*
- *Mental Health Services*
- *Spiritual Care Services*
- *Reunification*
- *Distribution of Relief Supplies*
- *Information & Referrals*

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- *Community Recovery Strategy Development*
- *Casework/Recovery Planning*
- *Direct Client Assistance*
- *Community Preparedness & Resiliency Building*

**For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.*

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other nongovernmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs — including ESF-8 and ESF-15 — in the NRF.

3. Services related to the National Recovery Framework

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation,

emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross will work with federal, tribal, state and/or local government for assistance and collaboration.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to city mayors, parish presidents, borough presidents, county judges, board of county commissioners, county managers and other local county officials of the County of Perquimans and will share operating plans, priorities and objectives with the delegated emergency management staff of the local jurisdiction.

The County of Perquimans recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

The County of Perquimans recognizes the Red Cross as having mass care responsibility in domestic disasters and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and Perquimans County Emergency Services will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the County of Perquimans.
2. Coordinate mutual activation of no-notice events through the established 24 hour notification point of contact and develop joint Standard Operating Procedures for ongoing communications, including use of electronic technology, radio communications, and other emergency coordination protocols.
3. Maintain close coordination, liaison activities, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
4. During a disaster or emergency situation, the Red Cross will, at the request of the Perquimans County Emergency Services Director or his/her designee, provide liaison personnel to the Perquimans County Emergency Services Emergency Operations Center.
Perquimans County Emergency Services will provide facility access and identification, work space, and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
5. Perquimans County Emergency Services will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with Perquimans County Emergency Services.
6. Perquimans County Emergency Services will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Share current data regarding disasters, to include risk and hazard analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, declarations, and service delivery plans.
8. Work together to develop plans, revise planning annexes, and identify resources to facilitate delivery of services to people with disabilities or other access and functional needs during a disaster.
9. Actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
10. Both parties will ensure, to the fullest extent possible, that disaster operations within the County of Perquimans will be as accessible as possible to people with disabilities or other access and functional needs, based on the American with Disabilities Act and related federal, state and local laws.
11. Prior to and during the time of disaster, keep the public informed of cooperative efforts through the public information offices of the Red Cross and Perquimans County Emergency Services and explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the County of Perquimans.
12. Perquimans County Emergency Services recognizes that the Red Cross is dependent upon voluntary public financial donations. In accordance with applicable laws and regulations, Perquimans County Emergency Services will support the Red Cross in locating and acquiring necessary resources in an emergency including a response to formal resource requests. Both parties will work together, as appropriate, to identify local sourcing solutions that expand disaster capabilities and enhance community resilience.
13. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of the MOU. If either party desires to use the intellectual property of the other, the "requesting party," should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party," for review in advance of dissemination or publication.
14. The Red Cross will support the [Local Emergency Management Agency] in integrating the efforts of the non-governmental organizations (NGOs) and Voluntary Organizations Active in Disaster (VOAD) that provide mass care services (e.g. Mass Care Feeding Task Forces) during disaster response operations.
15. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 100, 200, 700, 800), exercises, and disaster response activities, as appropriate.
16. Widely distribute this MOU within the Red Cross and Perquimans County Emergency Services departments and administrative offices and urge full cooperation.

IV. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans, attachments or goals as appropriate. Both parties should notify the other if primary points of contact change.

V. Term and Termination.

This MOU is effective as of January 1, 2016. It expires on December 31, 2021. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any or no reason.

VI. Miscellaneous.

This MOU does not create a partnership, a joint power agreement, or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

Signature Page

County of Perquimans

The American Red Cross

Signature

Signature

Name: Janice McKenzie Cole

Name: _____

Title: Chair, Perquimans County Board of Commissioners

Title: _____

Date: December 7, 2015

Date: _____

Contact information

Contact information

Telephone: (252) 426-8484

Telephone: _____

E-Mail: mhunnicuttt@perquimanscountync.gov

E-Mail: _____