



APPROVAL

ITEM NO. 9

DATE OF MEETING: December 14, 2015

REQUESTED BY: Kyle M. Breuer, Director, Planning and Community Development

SHORT TITLE: Approval of Contract With Holland Consulting Planners, Inc. to Administer the FY 14 FMA Grant Including a Budget Ordinance for the FY 14 FMA Grant and Purchase Order in the amount of \$80,873 to Holland Consulting Planners, Inc for Administrative Costs.

BACKGROUND: Pender County has been awarded approximately \$2.09 million in grant funds to elevate six (6) residential structures and acquire five (5) properties that have been identified as occurring severe repetitive losses due to flooding events. On September 28, 2015, the Board approved the selection of Holland Consulting Planners, Inc., through the professional request for proposal process, to administer the grant funds and execution of the two separate projects. A contract has been negotiated and Staff is presenting the contract for the Board's disposition (Attachment 1). The contract is in the amount not to exceed \$80,873 to administer both acquisition and elevation projects. A scope of work (Attachment 2) is attached to this item outlining overall administrative tasks, as well as programmatic tasks related to each project.

Along with consulting services, it is being requested that the Board adopt a budget ordinance establishing the expenditures associated with each element of the project, a specific project budget for elevation and acquisition is attached (Attachment 3) for review. Also, it is being requested that the Board establish and adopt the attached (Attachment 4) administrative guidelines and policies which include:

1. Project Budget Ordinance (Elevation)
2. Project Budget Ordinance (Acquisition)
3. Financial Management Resolution
4. Elevation and Demolition Contract Award Policy
5. Equal Employment and Procurement Policy

Requests for proposals for professional and construction services will be advertised according to North Carolina law and will be brought back to the Board for their consideration.

SPECIFIC ACTION REQUESTED: To consider the approval to contract with Holland Consulting Planners, Inc. to administer the FY 14 FMA grant as well as approval of a budget ordinance for the FY FMA grant to include administrative guidelines and policies as well as a purchase order in the amount of \$80,873 to Holland Consulting Planners, Inc. to cover administrative costs associated with the project.

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (the "Contract") is made this 14th day of December, 2015, between PENDER COUNTY, NORTH CAROLINA, hereinafter called the COUNTY, and HOLLAND CONSULTING PLANNERS, INC., hereinafter called the Consultant.

WHEREAS, the County requests the assistance of a professional planning and management consultant to manage its proposed FY13-FY15 Flood Mitigation Assistance (FMA) Elevation Projects, and desires to execute a contract for the provision of the required planning and management services (the "Project");

NOW, THEREFORE, the Consultant agrees to provide the County with professional planning, project management, and construction inspection services to complete the Project as hereinafter set forth.

Consultant's services shall include satisfactory completion of all project requirements set forth in all Work Authorizations approved by the Pender County Manager under the terms of this Contract. All Work Authorizations agreed to under the terms of this contract shall be executed by a principal of the Consultant and the Pender County Manager.

PENDER COUNTY shall be responsible for the following during the completion of all work items approved under the terms of this contract:

- § Supervision of financial management and disbursement of all Project funds.
- § Payment of costs for annual and closeout audits by an independent public accountant.
- § Payment of costs of public advertising for general administration, elevation bids, professional services contracts, environmental review records, public information meetings for closeout, and program and/or budget amendments. All costs of advertisement for public notices required by FEMA/DEM regulations will be paid for by Pender County, as reimbursable through grant budget parameters.
- § Provision of limited clerical assistance as requested by the Consultant.
- § Examine and review all requests presented by the Consultant and render its decision pertaining thereto within reasonable time so as not to delay the services of the Consultant.
- § Payment of project costs for asbestos inspection services, survey services, legal services, engineering services, advertisements or other costs as may be incidental to the elevation, appraisal services of properties, as reimbursable through grant budget parameters.
- § All administrative costs not specifically identified as the responsibility of the Consultant

shall be the responsibility of Pender County, as reimbursable through grant budget parameters.

The Consultant shall administer the Program in accordance with applicable State of North Carolina regulations, and all applicable federal non-discriminatory and equal opportunity requirements.

The County agrees to pay the Consultant for the services described in the Work Authorizations approved under the terms of this Contract. Payment shall be made from the funding sources outlined in the respective Work Authorizations. All payment due to the Consultant will be paid in monthly installments based on actual hourly charges accrued. Hourly rates shall be based on the rates included in applicable Work Authorizations. There will not be any separate charges for travel, per diem, or copying. If the not-to-exceed limit defined for the specific Work Authorization is reached prior to completion of the tasks outlined in that Work Authorization, the Consultant shall continue to render services to the County until outlined tasks are complete, at no additional cost to the County (unless such services qualify as additional services as outlined below).

Holland Consulting Planners updates its billing rates once a year in January, and hourly rates stated in the contract may be increased annually; however, the contract not-to-exceed fee will not be increased.

The Consultant will document all monthly invoices with time sheets for project administration time, and will submit monthly status reports which outline work performed during the previous month.

The Consultant will complete all defined tasks within the time limits prescribed in each Work Authorization. The Consultant may request in writing and the County will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by the County. Such delays may include but not necessarily be limited to:

- Budget and/or program amendments which lengthen the time necessary for completion.
- Unnecessary delays, defaults, or work stoppages of any kind by companies or individuals performing professional or construction contracts.
- Failure by the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Changes in the County's elected or appointed personnel which result in program disruption or rescheduling.

The Consultant will comply with all applicable requirements of the Grant Agreements between the County and the North Carolina Division of Emergency Management.

If the Project is abandoned or indefinitely postponed by the County prior to completion of defined tasks by the Consultant; or if this contract is terminated by either party prior to completion of defined tasks by the Consultant, as outlined hereinafter, the County shall pay the Consultant an amount equal to payroll costs accrued, plus reimbursable expenses for work on those phases which have not been completed, except as otherwise provided below. Payroll costs will be charged at the hourly rates included in specific Work Authorization.

If County fails to make any payment due Consultant for services and expenses within forty-five days after receipt of Consultant's bill therefor, the amounts due Consultant shall include a charge at the rate of 3% per month from said forty-fifth day, and in addition, Consultant may, after giving seven days' written notice to County, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.

No deletions, additions, changes or revisions shall be made to the scope of services or related fees included in the Work Authorizations approved under the terms of this Contract except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the originally-specified scope of work for a specific Work Authorization, an amendment to that Work Authorization shall be issued, and the County shall pay the Consultant for such services an amount equal to the expenses incurred in connection with the rendering of such services. Additional services shall include but not necessarily be limited to:

- Services after completion of the Project, such as inspections during the guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
 - Preparing to serve or serving as a Consultant or witness for County in any litigation, or other legal proceeding involving the Project that involve the Consultant as an expert witness.
 - Additional services required because of delays, work stoppages, or defaults by other professional consultants or contractors involved in the Project.
 - Additional services required because of failure of the County to act on written recommendations of the Consultant within 30 days of the receipt of such recommendations.
- Any program and/or budget amendments resulting in delays of the implementation of the program or in the addition of activities not included in the original project application.

Payroll costs for additional services will be charged at the hourly rates outlined in the specific

Work Authorization requiring amendment due to the need for additional services.

Original non-public documents, tracings and reports of the Consultant are, and shall remain, the property of the Consultant.

Special Provisions:

During the performance of this Contract, the Consultant and the County, for themselves, their assignees and successors in interest, agree as follows:

(1) Solicitation for Subcontracts, including Procurement of Material and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, the Consultant shall notify each potential subcontractor or supplier of the Consultant's obligations under this Contract and the State and Federal regulations included herein; when such Federal regulations are applicable.

(2) Interest of Members, Officers, or Employees of the County: No member, officer, or employee of the County, or its agents, no member of the County's governing body, and no other public official of the County who exercises any functions or responsibilities with respect to the community development program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with this Contract. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in this Contract. However, violation of this paragraph shall not be a default or breach of the County.

3) Non-Discrimination Clauses: During the performance of this Contract, the Consultant and the County agree to abide by the regulations set forth in the following four clauses:

(a) Non-discrimination Clause

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.

(b) Executive Order 11246 Clause

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(iii) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultants' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(vi) In the event of the Consultant's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Consultant will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency,

the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(c) Non-Discrimination Clause Concerning Handicap and Age

The Consultant will not discriminate on the basis of age under the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. 6101 et seq.), or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), or as otherwise prohibited by state or federal law.

(4) Termination and Legal Remedies:

The Consultant and County mutually agree as follows:

(a) The Consultant may terminate this Agreement immediately in the event County fails to make payment of any amount due to the Consultant within sixty (60) days of its due date.

(b) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.

(c) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

(d) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days advanced written notice of such termination.

Upon receipt of a notice of termination from County, (i) the Consultant shall promptly

discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process, and (ii) County shall pay Consultant all fees and expenses due for services rendered through the date of termination, and reimburse the Consultant for all costs and expenses relating to commitments made by the Consultant prior to receipt of notice of termination.

(5) Project Documents: The County, the Federal and State Grantor Agencies, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Consultant which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions.

The Consultant shall maintain the records outlined above for five years after the County has received a Certificate of Completion from the State Grantor Agency.

All documents including drawings and specifications prepared by Consultant pursuant to this Contract are instruments of service in respect of the Contract. They are not intended or represented to be suitable for reuse by County or others on extensions of the project or on any other project. Any reuse without written verifications or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from any third party claim relating thereto. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

(6) Lobbying Clauses - Required by Section 1352, Title 31, U. S. Code

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned 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.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering 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 failure.

(7) This Contract is governed by the following statutes and regulations relevant to the Hazard Mitigation Grant Program:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of North Carolina Administrative Plan for the Hazard Mitigation Grant Program.

(8) Sanctions for Noncompliance: In the event of Consultant's non-compliance with the special provisions of this Contract, the County shall impose such contract sanctions as it or the State of North Carolina may determine to be appropriate, including, but not limited to:

- (a) withholding of payment(s) to the Consultant under the Contract until the Consultant complies, and/or
- (b) cancellation, termination or suspension of the Contract, in whole or in part.

The County and the Consultant each binds himself, his partners, successors, executors, administrators and assigns to the other party to the agreements, and to the partners, successors, executors, administrators, and assigns of each other party in respect to all covenants of the Contract.

This Contract is governed by North Carolina law. Any action or proceeding arising from or relating to this Contract shall be commenced and prosecuted in New Hanover County, North Carolina, or the federal district court nearest thereto.

The County and the Consultant hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this agreement, this day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

Pender County, NC

T. Dale Holland, President

Randell Woodruff, County Manager

Witness

Clerk to the Board

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

Finance Officer

Date

(SEAL)

Memorandum

To: Kyle Breuer, Pender County Planning Director

From: J. Reed Whitesell, AICP

Re: Scope of Work/Budgets – Pender County FY14 Flood Mitigation Assistance Programs

Date: December 7, 2015

As you requested, outlined below are the budgets and scope of work for the FY14 FMA acquisition and elevation project grants recently received by Pender County. Our contract, slated to be approved at the 12/14/15 Board of Commissioners' meeting, specifies that all HCP monthly billings are authorized by 3-month work authorizations to be approved by you as the Designated Agent for the project. In turn, the total of all work authorizations that you approve over the course of both projects cannot exceed the total amount available for tasks assigned to HCP by the project budgets approved by NCDDEM in the project application or in NCDDEM-approved budget amendments. Detailed project budgets are attached for your review. HCP will work closely with you and the Finance Officer to ensure that the county is reimbursed by NCDDEM on a prompt and regular basis for all acquisition and elevation hard and soft costs. HCP will also provide you with monthly FMA progress reports outlining work completed, anticipated work items for the next 30 days, and anticipated project costs for the next 30 days.

HCP Scope of Work (Acquisition of Five Units, Elevation of Six Units)*General Administration and Contract Administration Tasks*

- Coordinate homeowner informational process; document citizen concerns and questions; maintain homeowner database.
- Maintain project model file system.
- Meet with governing body as requested.
- Coordinate project activities with local staff (including financial management).
- Prepare all cost reports for county reimbursement from NCDDEM.
- Procure all required professional services (appraiser, engineer, surveyor, attorney, asbestos inspector).
- Coordinate project activities with designated state agencies; resolve program support and code violation issues.
- Prepare applications for additional hazard mitigation and related disaster recovery funds.

Programmatic Tasks – Acquisition (5 Units)

- Coordinate initial homeowner meetings/preliminary grant agreement process.
- Coordinate title opinion process with project attorney.
- Coordinate appraisal process with project appraiser and homeowner.
- Supervise asbestos inspection and parcel survey with project asbestos inspector/surveyor.
- Manage offer to purchase and closing process.

- Prepare demolition bid specifications.
- Contract administration and resident inspection for five demolitions.
- Acquisition case file management.

Programmatic Tasks – Elevation (6 Units)

- Coordinate initial homeowner meetings/preliminary grant agreement process.
- Supervise asbestos inspection and parcel survey/elevation certificate with project asbestos inspector/surveyor.
- Perform on-site structural feasibility inspection with project engineer.
- Post-assessment meeting with homeowner (owner-required structural repairs, owner-financed additions to FEMA scope of work).
- Coordinate engineering design and bid specification process with project engineer.
- Manage bidding and elevation contract award process.
- Hold preconstruction conference with homeowner and contractor.
- Complete elevation contract administration process (change orders, pay requests, local inspections, etc.).
- Resident inspection (2 site visits per week during 120-150 day construction period).
- Elevation case file management.

Pender County FY14 FMA Project -- Project Budget
#FMA-PJ-04-NC-2014-010 (Acquisition)

| Item No. | Budgeted Line Item | Approved Budget |
|----------|---|--------------------|
| 1 | Acquisition Fair Market Value (6 Units) | \$1,051,021.00 |
| 2 | Demolition Costs | \$47,040.00 |
| | Soft Costs | |
| 2 | Title Work | \$2,000.00 |
| 3 | Appraisals | \$5,000.00 |
| 4 | Asbestos Inspection | \$1,250.00 |
| 5 | Site Survey | \$6,000.00 |
| | Intake Interviews/Case Files/URA Compliance | \$12,500.00 |
| 6 | Closing Costs | \$2,500.00 |
| 8 | Recording Fees | \$250.00 |
| 9 | Project Management | \$34,873.00 |
| | Subtotal Soft Costs (5.5%) | \$64,373.00 |

Project Total \$1,162,434.00

Pender County FY14 FMA Project -- Project Budget
#FMA-PJ-04-NC-2014-008 (Elevation)

| Item No. | Budgeted Line Item | Approved Budget |
|----------|---|---------------------|
| 1 | Elevation Hard Costs (6 Units) | \$769,620.00 |
| | Soft Costs | |
| 2 | Recording Fees | \$300.00 |
| 3 | Pre-Mitigation Survey/Elevation Certificate | \$8,400.00 |
| 4 | Asbestos Inspection | \$1,500.00 |
| 5 | Intake Interview/Precon Conference | \$15,000.00 |
| 6 | Engineering/Resident Inspection | \$60,000.00 |
| 7 | Bid Preparation | \$21,000.00 |
| 8 | Feasibility Analysis | \$15,000.00 |
| 9 | Project Management | \$46,000.00 |
| | Subtotal Soft Costs (18%) | \$167,200.00 |
| | Project Total | \$936,820.00 |

**PENDER COUNTY FY2014 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM
Resolution Approving Administrative Guidelines and Policies**

WHEREAS, Pender County wishes to carry out its Flood Mitigation Assistance (FMA) Programs in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, the Pender County Board of Commissioners hereby collectively adopts the following resolutions and policies, and resolves that they be utilized during the administration of the Pender County Flood Mitigation Assistance (FMA) Programs:

1. Project Budget Ordinance (Elevation)
2. Project Budget Ordinance (Acquisition)
3. Financial Management Resolution
4. Elevation & Demolition Contract Award Policy
5. Equal Employment and Procurement Policy

Adopted this 14th day of December, 2015.

David Williams, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Pederson, Clerk to the Board

**PENDER COUNTY FY2014 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM
PROJECT ORDINANCE (Elevation)**

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

Section 1. The project authorized is the FY2014 Flood Mitigation Assistance (FMA) Program described in the work statement contained in the grant agreement (#FMA-PJ-04-NC-2014-010) between Pender County and the North Carolina Department of Emergency Management.

Section 2. The Pender County staff is hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Emergency Management, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

Flood Mitigation Assistance (FMA) Program – Elevation

| | |
|-------------------------|---------------|
| FEMA Funds | \$ 936,820.02 |
| Total Project Resources | \$ 936,820.02 |

Section 4. The following amounts are appropriated for the project activities:

Flood Mitigation Assistance (FMA) Program

| | |
|----------------|---------------|
| Project Budget | \$ 936,820.02 |
|----------------|---------------|

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Department of Emergency Management required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Emergency Management in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this 14th day of December, 2015.

David Williams, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Pederson, Clerk to the Board

**PENDER COUNTY FY2014 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM
PROJECT ORDINANCE (Acquisition)**

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

Section 1. The project authorized is the FY2014 Flood Mitigation Assistance (FMA) Program described in the work statement contained in the grant agreement (#FMA-PJ-04-NC-2014-010) between Pender County and the North Carolina Department of Emergency Management.

Section 2. The Pender County staff is hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Department of Emergency Management, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

Flood Mitigation Assistance (FMA) Program – Acquisition

| | |
|-------------------------|-----------------|
| FEMA Funds | \$ 1,162,434.00 |
| Total Project Resources | \$ 1,162,434.00 |

Section 4. The following amounts are appropriated for the project activities:

Flood Mitigation Assistance (FMA) Program

| | |
|----------------|-----------------|
| Project Budget | \$ 1,162,434.00 |
|----------------|-----------------|

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Department of Emergency Management required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Emergency Management in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this 14th day of December, 2015.

David Williams, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Pederson, Clerk to the Board

**PENDER COUNTY FY2014 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM
Financial Management Resolution**

WHEREAS, Pender County expects to receive Flood Mitigation Assistance Program grants for the elevation and acquisition of flood-prone residential structures; and

WHEREAS, the North Carolina Administrative Code regulations require that the county designate a Grant Finance Officer and a depository for grant funds;

NOW, THEREFORE, Pender County hereby resolves the following:

- (1) Kathy Brafford, Finance Director, will serve as Grant Finance Officer, and will be responsible for financial management of the FMA Programs according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) Bank of America is hereby designated as the official depository for revenues budgeted for the FMA Programs.

Adopted this 14th day of December, 2015.

David Williams, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Pederson, Clerk to the Board

PENDER COUNTY FY2014 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM
Elevation and Demolition Contracts Award Policy

During the performance of housing elevation and demolition activities included in the Pender County Flood Mitigation Assistance (FMA) Program, the county will utilize the following guidelines in the award of contracts to contractors who bid on the elevation or demolition of specific dwelling units:

- 1) The county shall reserve the right to reject bids and rescind contract awards if one of the following conditions has not been met:
 - a. The contractor must have submitted all required forms, credit report, references, etc., with his bid;
 - b. The contractor must have references and a past working record acceptable to the FMA Administrator prior to the FMA Administrator's recommendation of award to the Pender County Board of Commissioners;
 - c. The contractor must have demonstrated the ability to meet the performance criteria established in the Instructions to Bidders and the elevation or demolition contract.
 - d. The contractor must have demonstrated the ability to meet standards of workmanship outlined in the Instructions to Bidders as witnessed by the FMA Administrator.
- 2) Assessment of conditions 1(c) and 1(d) above shall be based on the FMA Administrator's review of contractor references and work performed in other locations, if the contractor has not performed recent elevation or demolition work for Pender County.
- 3) If construction estimates are prepared, no contract award shall be made if the contract price is less than 85% or more than 115% of the FMA Administrator's final estimate. The FMA Administrator will document negotiation of bids and/or estimates before contract awards are made.
- 4) In a case where an individual contractor is performing adequately, but he is the low bidder on more houses than he can complete within 180 days following the bid opening, (based on past performance), the county shall reserve the right to reject bids for those surplus houses, and award those houses to the next lowest bidders meeting the guidelines outlined herein, in the interest of efficient completion of elevation or demolition activities. The county also reserves the right to reject bids and award contracts to alternate bidders in the interest of maintaining an efficient work schedule consistent with performance standards mandated by the funding agency.
- 5) The county reserves the right to rescind contract awards made prior to contract execution if circumstances beyond the control of the county, including directives by the funding agency or homeowner's non-participation, prohibit the county's participation in the contract as Owner's Representative.

- 6) Any action, either restrictive or affirmative, taken under these guidelines, shall be in the interest of an efficiently managed FMA program, and will be without self-interest on the part of any member of the Pender County Board of Commissioners or county staff; and furthermore, shall be without regard to race, creed, sex, color, or national origin.

- 7) The Pender County Planning Director (FMA Designated Agent) has demonstrated the ability to coordinate grant program activities with this Board. The Pender County Board of Commissioners also realizes the importance of prompt action in the interest of maintaining satisfactory work progress. Therefore, the Pender County Planning Director (FMA Designated Agent) is hereby authorized to approve and execute all elevation change orders less than 20% of current contract value.

Adopted this 14th day of December, 2015.

David Williams, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Pederson, Clerk to the Board

PENDER COUNTY FY2014 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM
Equal Employment and Procurement Policy

A. GENERAL EQUAL EMPLOYMENT AND PROCUREMENT POLICY

Pender County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the county prohibits any retaliatory action of any kind taken by any employee of the county against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The county shall strive for greater utilization of all persons by identifying previously underutilized groups in the work force, such as minorities, women, and the handicapped, and by making special efforts toward their recruitment, selection, development, upward mobility, and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County Manager and/or other persons designated by the Pender County Board of Commissioners to assist in the implementation of this policy statement.

The county shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of equal employment opportunity and affirmative action will be presented to the Pender County Board of Commissioners by the County Manager.

The county is committed to this policy and is aware that with its implementation the county will receive positive benefits through the greater utilization and development of all its human resources.

B. PROCUREMENT POLICY FOR FEDERAL GRANT PROGRAMS

All procurement of goods and services by Pender County with FMA funds shall be accomplished in accordance with the regulations of either Section 13.36 of 44CFR13, "Emergency Management & Assistance," or the North Carolina General Statutes applying to procurement in general by North Carolina municipalities/counties.

When the federal and state regulations are different, the more restrictive regulations shall apply to the procurement in question. Additionally, the county will adhere to the following guidelines during procurement of goods and services with federal funds:

1. In all cases where goods or services are procured on the basis of one bid or proposal received, the county will follow established principles included in OMB Circular A-87 to verify the reasonable cost of the procurement, and shall contact the state agency supervising the grant program before making any contract award on the basis of non-competitive negotiation.

2. Historically underutilized businesses, including women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the county, and such firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
3. The county shall develop a written statement of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All competitive negotiations shall be awarded strictly on the basis of written selection procedures, and cost shall not be the sole or more important factor in selection of services through the use of competitive negotiation.
4. Prior to any contract award, the county shall verify the contractor's eligibility to participate in a federally-assisted program.
5. No consultant or bidder shall assist in evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The county shall adhere to all applicable federal and state conflict of interest regulations in making contract awards.
6. The county shall request references, or check references, of contractors or firms who are awarded contracts with federal grant funds, and will request a written warranty for all goods and services provided through small purchase requests.
7. The county shall not award any contracts for federally-assisted projects on a contingency or cost plus percentage of cost basis.

Adopted this _____ day of December, 2015.

David Williams, Chairman
Pender County Board of Commissioners

ATTEST:

Melissa Pederson, Clerk to the Board

BUDGET ORDINANCE AMENDMENT TITLE: Pender County FY14 Flood Mitigation Assistance (FMA) Project

Introduced by: Randell Woodruff, County Manager Date: 12/14/2015 Item #: _____

Fund: 60 Department: Capital Improvement Prog Division: _____



PENDER COUNTY, NORTH CAROLINA

FY 2016 Budget Amendment # 46 Date Approved: _____
 Appropriations

| REVENUES | | EXPENDITURES | |
|---|-----------------------|-------------------------------------|----------------------------|
| Increase: <input checked="" type="checkbox"/> | | Decrease: <input type="checkbox"/> | |
| Account # and Title | Amount | Account # and Title | Amount (leave off \$ sign) |
| 60-348801-6460: NC EMER MGMT GR | \$2,099,254.00 | 60-404502: ADMIN/LEGAL FEES | \$76,300.00 |
| | | 60-404505: CS - ENGINEERING | \$60,000.00 |
| | | 60-404578: CS - GRANT ADMIN | \$80,873.00 |
| | | 60-404579: CS - SURVEYOR | \$14,400.00 |
| | | 60-404582: CS - DEMOLITION | \$47,040.00 |
| | | 60-407441: CAP OUT-ACQUIS/ELEVATION | \$1,820,641.00 |
| Total: | \$2,099,254.00 | Total: | \$2,099,254.00 |

Reason and Justification for Request:
 To establish the project budget for two Flood Mitigation Assistance (FMA) sub-grants with a combined total of \$2,099,254.02 awarded through the NC Department of Public Safety, Division of Emergency Management to the County for the purpose of elevating six (6) residential structures and acquiring five (5) properties that have been identified as incurring severe repetitive losses due to flooding events.

| | | |
|---------------------------------------|---|--|
| Dept Mgr. Approval: _____ Date: _____ | Finance Officer Approval: _____ Date: _____ | Budget Officer Approval: _____ Date: _____ |
|---------------------------------------|---|--|

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| Board Approval (When Applicable) _____ | Item # _____ | Date of Minutes _____ |
|--|--------------|-----------------------|