



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 9

Meeting Date: 03.19.12

Presenter(s): Alice Keeney

Title: County Planner / Economic Developer

Agency/Dept: Office of Planning and Economic Development

Item Title: Presentation of Approval of Contract and Approval of Work Authorization

Attachments: Yes

Description: On January 17, 2012, the Board of Commissioners approved Holland Consulting Planners, Inc. to administer disaster recovery grant programs planning & management services for Hyde County FY11 Hurricane Irene Hazard Mitigation Assistance Program (HMA) when grant funding was available. The Board authorized that not-to-exceed fees for management of any funded projects will be negotiated with HCP by the County Manager and County Planner based on administration & service delivery funds available for each specific project. No grant funds are available at this time. Work authorization is to be repaid via reimbursement for staff billing time.

Times Read: First

Impact on Budget: None

Recommendation: Contingent upon Hyde County's Attorney's Approval of Attached Contract and Certification of Eligibility and Work Authorization #1, recommend approval and execution by Chair of County Commissioners.

MOTION MADE BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

Vote:

A. Byrd
 B. Swindell
 D. Styron
 D. Tunnell
 S. Spencer

Aye

Nay

Selection of Hazard Mitigation Services Provider

Alice Keeney, County Planner/Developer, reported that in order to apply for hazard mitigation and disaster recovery funds which may become available in the future, Hyde County has implemented a procurement process for a firm to perform services as may be needed to plan, administer, inspect and oversee such projects. Professional Services Proposals were received from CJ Construction Management, LLC; Government Services; THC, Inc. and Holland Consulting Planners, Inc. After rating the proposals, Holland Consulting Planners, Inc. (HCP) was selected.

Ms. Keeney stated that not-to-exceed fees for management of any funded projects will be negotiated with HCP by the County Manager and County Planner based on administration and service delivery funds available for each specific project. She also reported that no grant funds are available at this time.

Commissioner Styron moved to approve Holland Consulting Planners, Inc. to administer disaster recovery grant programs planning and management services for CJ Hyde County FY11 Hurricane Irene Hazard Mitigation Assistance Program (HMA) when grant funding is available. Mr. Tunnell seconded the motion. The motion passed on the following vote:

Ayes – Byrd, Spencer, Styron and Tunnell
Nays – None
Absent – Swindell

Hurricane Irene Update

Corrinne Gibbs, Finance Officer, presented update on the current status of Hurricane Irene recovery efforts and financial requirements. The total amount submitted to FEMA not funded equals \$4,167,971.66. Hyde County has received \$40,459.96 from FEMA for the vector control project and \$9,707.04 for the Sheriff Department FEMA Contract. Ms. Gibbs reported that she has appealed two projects that were denied by FEMA. The total amount received from insurance equals \$266,972.77.

Finance Officer Gibbs, EM Director Justin Gibbs, Utilities Director Clint Berry and Commissioners Spencer and Byrd will meet with FEMA representatives on Thursday, January 26, 2012 to negotiate project funding.

Public Transportation Program Resolution

Beverly Paul, Director, Hyde Transit, presented application for the 5310-Elderly & Disabled Program Grant. The grant is administered through the Health Department and will provide funds for the special transportation needs of elderly citizens as well as to transport those who need transportation in order to work.

Wesley Smith, Health Director, has reviewed and approves of the 5310-Elderly & Disabled Program Grant.

Commissioner Tunnell moved to accept the 5310-Elderly & Disable Program Grant and to approve the Public Transportation Program Resolution. Mr. Byrd seconded the motion. The motion passed on the following vote:

Ayes – Byrd, Spencer, Styron and Tunnell
Nays – None
Absent – Swindell

Appointments:

Hyde County ABC Board



Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

Item Number:

Date: 1.17.12

Title: Selection of Firm for Hyde County Hurricane Irene Hazard Mitigation Planning and Management Services

Sponsor: Alice M. Keeney **Title:** County Planner / Economic Developer

Agency/Dept.: Office of Economic Development and Planning

Description: Hyde County plans to apply for hazard mitigation and disaster recovery funds provided by North Carolina state agencies in response to Hurricane Irene. In order to successfully apply for these funds and effectively manage any funded projects, the county will require planning, general administration housing inspection, and housing activities administration services from a private firm or non-profit agency. Hyde County has completed the procurement process for a firm to perform the services described above for the county. We have advertised twice and have received four firm's proposals. A rating sheet of the four firm's proposals is attached.

Attachments: Yes

Reading number: First

Impact on Budget: Does not increase the budget

RECOMMENDATION: Approve Holland Consulting Planners for Professional Services for Hurricane Irene Hazard Mitigation Grant Program (HMGP) Planning & Management Services AND NC CDBG/Crisis Housing Assistance Fund (CHAF) Planning Services. Not-to-exceed fees for management of any funded projects will be negotiated with HCP by the County Manager and based on administration and service delivery funds available for each specific project. No grant funds have yet been

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>VOTE:</u>	<u>Aye</u>	<u>Nay</u>
_____ Byrd	_____ Byrd	Byrd	_____	_____
_____ Spencer	_____ Spencer	Spencer	_____	_____
_____ Styron	_____ Styron	Styron	_____	_____
_____ Swindell	_____ Swindell	Swindell	_____	_____
_____ Tunnell	_____ Tunnell	Tunnell	_____	_____

CONTRACT FOR CONSULTANT SERVICES



THIS CONTRACT FOR CONSULTANT SERVICES (the "Contract") is made this 16th day of January, 2012, between HYDE COUNTY, NORTH CAROLINA, hereinafter called the County, and HOLLAND CONSULTING PLANNERS, INC., hereinafter called the Consultant.

WHEREAS, the County experienced significant residential damage during Hurricane Irene in August, 2011, and wishes to apply for both Hazard Mitigation Assistance (HMA) and CDBG/Crisis Housing Assistance (CHAF) funds, if funding is made available by federal and/or state agencies; and,

WHEREAS, the County requires the assistance of a professional planning and management consultant to prepare applications for, and manage, the HMA project and to prepare applications for CDBG/CHAF assistance, 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 housing 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 Hyde 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 Hyde County Manager.

HYDE 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/CDBG regulations will be paid for by Hyde County.
- 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, appraisal services, advertisements or other costs as may be incidental to the elevation or acquisition of properties.
- All administrative costs not specifically identified as the responsibility of the Consultant shall be the responsibility of Hyde County.

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 1% 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.
- 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.

Key Personnel: The Consultant shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the County and the grantor agency, the North Carolina Department of Commerce. Individuals designated as key personnel for purposes of this Contract are those specified in the Consultant's proposal.

Subcontracting: Work proposed to be performed under this Contract by the Consultant or its employees shall not be subcontracted without prior written approval by the County and the grantor agency, the North Carolina Department of Commerce. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.

Improper Expenditure of CDBG Funds: If the North Carolina Department of Commerce ("CI")

disallows an expenditure of CDBG funds as improper, the Consultant shall indemnify and hold the County harmless for the amount of such disallowed expenditure, to the extent such expenditure resulted from the error, omission, malfeasance, or nonfeasance of the Consultant or its agents; **provided**, however, the Consultant shall have no obligation to indemnify the County to the extent the expenditure is disallowed because of the error, omission, malfeasance, or nonfeasance of the County or its employees or agents. The County, at their sole discretion, may assign to Consultant any right the County may have to appeal CI's disallowance of the expenditure to an Administrative Law Judge in the County's name and agrees to cooperate with Consultant's reasonable efforts to prosecute such an appeal.

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 and Affirmative Action 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 (vi) 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) Section 3 Affirmative Action Clause

(i) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

(ii) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

(iii) The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(iv) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(v) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

(d) 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 or the Department of Housing and Urban Development 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 Hyde 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

**PLEASE SIGN
& DATE**

HOLLAND CONSULTING PLANNERS, INC.

HYDE COUNTY, NC



T. Dale Holland, President

Sharon P. Spencer, Chairman
Board of Commissioners



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)



Certification of Eligibility Form

FILE COPY

This form must be attached and made a part of all contracts obligated by grantees and paid with CDBG funds.

Grantee: Hyde County, NC

Grant Number: To be Determined

Project Name: Hurricane Irene Hazard Mitigation and Recovery

By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12 (a) (1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3a or the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12 (a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3 (a) of the Davis-Bacon Act.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18, U.S.C. 1001 and 18 U.S. C. 1010.

Name of Firm:	Holland Consulting Planners, Inc.
Address of Firm:	3329 Wrightsville Ave., Ste. F, Wilmington, NC 28403
Date:	2/1/2012
Name and Title of Signatory:	T. Dale Holland, President
Signature:	
Federal Identification Number or Social Security Number:	56-1756723

The Federal Excluded Parties List System (www.epls.gov) and the State of North Carolina Debarred Vendors List (www.doa.state.nc.us/pandc/actions.asp) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a CDBG assisted project. (A dated printout from the websites must be attached to this document.)

Date checked:	
Signature of Verifying Officer:	
Title of Verifying Officer:	

PLEASE SIGN & DATE

Revised Date: April 26, 2011

Effective Date: May 26, 2011

Vickie L. Miller, Director

Date



EPLS

Excluded Parties List System



Search - Current Exclusions

- > [Advanced Search](#)
- > [Multiple Names](#)
- > [Exact Name and SSN/TIN](#)
- > [MyEPLS](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

View Cause and Treatment Code Descriptions

- > [Reciprocal Codes](#)
- > [Procurement Codes](#)
- > [Nonprocurement Codes](#)

Agency & Acronym Information

- > [Agency Contacts](#)
- > [Agency Descriptions](#)
- > [State/Country Code Descriptions](#)

OFFICIAL GOVERNMENT USE ONLY

- > [Debar Maintenance](#)
- > [Administration](#)
- > [Upload Login](#)

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : **Holland Consulting Planners**
 DUNS : **605535491**
 As of **01-Feb-2012 8:27 AM EST**
 Save to MyEPLS

Your search returned no results.

We recommend an **Advanced Search** by **Exact Name** or **Partial Name** as all records may not include a **DUNS**.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > [Search Help](#)
- > [Advanced Search Tips](#)
- > [Public User's Manual](#)
- > [FAQ](#)
- > [Acronyms](#)
- > [Privacy Act Provisions](#)
- > [News](#)
- > [System for Award Management \(SAM\)](#)

Reports

- > [Advanced Reports](#)
- > [Recent Updates](#)
- > [Dashboard](#)

Archive Search - Past Exclusions

- > [Advanced Archive Search](#)
- > [Multiple Names](#)
- > [Recent Updates](#)
- > [Browse All Records](#)

Contact Information

- > [For Help: Federal Service Desk](#)

Greensboro Testile Administration LL	Debarred on 03/01/05 due to bankruptcy	3/1/2005 Debarred on 03/01/05 due to bankruptcy
Greenvale Electric Supply Corp Greenville, NY	Debarred from doing business with the State of NC	5/5/2011 Debarred from doing business with the State of NC per bid 201100388 until \$1,014.23 is paid.
Grip-It Adventures ----	Bankrupt, owes \$81.63 of E-Pro. fees	12/6/2006 Grip-It Adventures has been debarred from doing business with the state until E-Procurement fees have been paid in full.
H.R.Nicholson ----	Debarred from doing business with the State of North Carolina.	5/17/2007
Hollister Processing Services, Inc. Hollister, NC	This Vendor has been debarred on the IPS and EProcurement Systems.	9/8/2005 Debarred due to default of contract on delivery of utility wipes until the State is satisfied with the additional cost incurred of \$1,119.60.
IDSS, Inc. Raleigh, NC	Debarred for failure to pay past due EProcurement fees.	12/4/2008 Pending in the amount of \$1,056.71 have been paid.
Indmar Coating Wakefield, VA	Debarred from doing business with the State of NC.	2/26/2009 Debarred until \$2,411.10 in past due EProcurement fees are paid.
Industrial Fuel Company ----	Debarred from doing business with the State of North Carolina.	5/17/2007
Industrial Solutions Unlimited Cincinnati, OH	Debarred from doing business with the State of NC	8/19/2010 Debarred from doing business with the State of NC until \$245.10 in past due EProcurement fees are paid.
Interactive Media Group, Inc.	Debarred on 03/01/05 due to bankruptcy	3/1/2005 Debarred on 03/01/05 due to bankruptcy
Irvington Beauty Supply ----	Debarred for failure to pay past fees.	9/18/2008 Debarred until eProcurement fees in the amount of \$464.26 are paid.
J & L Foods, Inc. ----	Debarred - default of contract by the State of NC until contract is rebid and sum of default money will be determined after the award of a new bid.	9/17/2009 Default of contract by the State of NC until contract is rebid and sum of default money will be determined after the award of a new bid.
J. B. Battle Uniform Company Oklahoma City, OK	Debarred May 19, 2005 due to non-payment of E-Procurement fees	5/20/2005 Debarred May 19, 2005 due to non-payment of E-Procurement fees

Work Authorization #1 (March 1 -June 30, 2012)
Contract for Consultant Services
Hyde County and Holland Consulting Planners, Inc.
Hurricane Irene Hazard Mitigation and Disaster Recovery Project -

*Hyde County
copy*

Background

WHEREAS, Hyde County has entered into a contract with Holland Consulting Planners, Inc. to provide planning and management services in support of Hyde County's Hazard Mitigation and Disaster Recovery efforts associated with Hurricane Irene, and has requested Holland Consulting Planners, Inc. to assist with preparation of initial applications for both HMGP and CDBG assistance that may be available to Hyde County.

General Conditions

During completion of the work defined in this Work Authorization, Hyde County (the County) and Holland Consulting Planners (the Consultant), agree to abide by all of the terms and conditions outlined in the Contract for Consultant Services for administration of the Hyde County 2010 Severe Repetitive Loss Project dated January 16, 2012.

Tasks Approved By This Work Authorization

1. Conduct public meetings for presentation of HMGP eligibility requirements.
2. Compile homeowner application data (Property Site Inventory Form, elevation certificate, photographs, etc.) from individual homeowners in the county who are interested in participating in the acquisition/elevation activities.
3. Prepare BCA-compatible property spreadsheet for submittal to NCDEM for benefit/cost analysis.
4. Prepare on-line or printed applications (as required) for HMGP elevation and acquisition activities.

Fee

For completion of the work items described above, the County agrees to pay the Consultant a not-to-exceed fee of \$5,000. Payment terms, including terms for payment of additional services, shall be in accordance with the Contract for Consultant Services dated January 16, 2012. Hourly rates for the Consultant's personnel are agreed to as follows:

<u>Staff Position</u>	<u>Hourly Rate</u>
Holland Consulting Planners, Inc.	
T. Dale Holland, AICP, Principal	\$150.00
J. Reed Whitesell, AICP, Project Manager	\$125.00
Chris Hilbert, Project Administrator	\$ 85.00
Gary Miller, Inspector	\$ 70.00
Administrative Services	\$ 55.00

Time Schedule

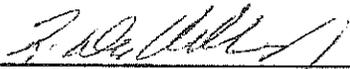
The tasks approved by this Work Authorization shall be completed within 120 days, ending June 30, 2012, following execution of this authorization.

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

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

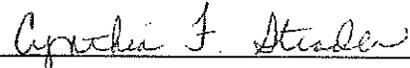
HOLLAND CONSULTING PLANNERS, INC.

HYDE COUNTY, NC



T. Dale Holland, President

Sharon P. Spencer, Chairman
Board of Commissioners



Witness

Clerk to the Board

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

Finance Officer

Date

(SEAL)



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 10

Meeting Date: 03.19.12

Presenter(s): Justin Gibbs

Title: Acting Director

Agency/Dept.: Hyde County Emergency Services

Item Title: First Responder Contract

Attachments: Yes

Description: Mr. Gibbs will review the final draft of the contract with the volunteer fire departments of Hyde County for first responder services.

Times Read: Second

Impact on Budget: Does not increase the budget.

Recommendation: Discuss, approve

MOTION MADE BY:

_____ A. Byrd
_____ B. Swindell
_____ D. Styron
_____ D. Tunnell
_____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd
_____ B. Swindell
_____ D. Styron
_____ D. Tunnell
_____ S. Spencer

Vote:

A. Byrd
B. Swindell
D. Styron
D. Tunnell
S. Spencer

Aye

Nay

**NORTH CAROLINA
HYDE COUNTY**

THIS CONTRACT, made and entered into effective the _____, 2012 by and between HYDE COUNTY, a body politic and corporate of NORTH CAROLINA (“the County”) and Swan Quarter Volunteer Fire Department, Inc., a North Carolina nonprofit Corporation (“the Department”).

WITNESSETH:

WHEREAS, CHAPTER 153A-233 of the General Statutes of North Carolina states that counties may provide for fire protection by contracting with an incorporated fire department;

WHEREAS, the Department is a nonprofit corporation created pursuant to Chapter 55 of the General Statutes; and

WHEREAS, the parties hereto have previously entered into other contacts and agreements. This contract will supersede any previous contract or agreement and will render the previous ones null and void; and

WHEREAS, the County desires to enter into a one (1) year contract, renewable as herein stated, with the Department to provide fire protection to an area of Hyde County defined by the fire and mutual aid districts being served by the Department,

NOW THEREFORE, for and inconsideration of quarterly payments as provided herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the Department agree as follows:

1. The County will pay to the Department an amount of at least \$4,312.50 quarterly.
2. The Department will provide the necessary equipment and personnel to furnish fire protection to the assigned district, as well as automatic or mutual aid to other departments as needed. The Department shall maintain a fire protection rating of at least 9S as determined by the Office of the State Fire Marshal. A loss of the 9S rating may result in the County, at the sole option of the County, discontinuing any payments until such time as the rating is re-obtained.
3. The Department will provide for fire department related services such as vehicle extrication, landing zones, initial hazardous materials response, mutual aid, etc. as prescribed in the Hyde County Emergency Operations Plan.
4. The Department will assist other Hyde County Public Safety agencies as possible and where in the best interest of the public. Ancillary services such as fire prevention, heavy rescue, and any other services may be performed at the discretion of the Department; however such services should be coordinated with an Association of Fire Chiefs and/or the Hyde County Fire Marshal to limit duplication of efforts. The Department will perform all necessary disaster response services as outlined in the Hyde County Emergency Operations Plan. Copies of the Department’s Incident Reports and Computer Aided Dispatch (CAD) Call Reports will be provided to the County whenever requested.
5. Fire protection will be furnished at no charge to all persons and property. However, where

procedures exist in the North Carolina General Statutes and other regulations to recoup expenses (such as with hazardous material incidents), the Department is allowed to bill for such services at rates pre-approved by the Department's Board of Directors.

6. All funds remitted by the County to the Department will be used exclusively for the provision of services defined in this contract and the Department will be solely responsible for paying its expenses. The Department will follow standard budgeting procedures and the Department shall ensure that appropriate checks and balances exist in the maintenance of all Department funds.
7. The Department will provide the County a copy of its Financial Report for the previous fiscal year and its current budget whenever requested by the County.
8. The Department will maintain sufficient vehicle liability, general liability, and Worker's Compensation insurances at all times, covering all persons affiliated with the Department.
9. The Department will provide the County a Certificate of Insurance for each of the insurances listed in item 8 of this contract annually.
10. The Department will maintain membership in the North Carolina State Fireman's Association, and annually submit at least the required 36 hours of training for each Department member to the North Carolina State Fireman's Association.
11. The County will annually submit the Report of Fire Conditions to the North Carolina Office of the State Fire Marshal.
12. The Department will ensure that all persons are trained in the Incident Command System, specifically ICS-100 and IS-700 within 12 Months of affiliation. Departmental Officers must be trained to the ICS-200 level within 12 months of appointment. The Fire Chief is encouraged to complete the ICS-300, ICS-400, and IS-800 courses. The Department shall provide copies of all ICS training certifications obtained by its membership to the Hyde County Emergency Manager in order to ensure NIMS Compliance and for NIMSCAST reporting.
13. The Department will provide the County with copies of its Articles of Incorporation, current Bylaws, and any current Procedures and Guidelines with this contract and upon request of the County.
14. The County hereby releases the Department and the Department hereby releases the County, to the extent of their respective insurance coverage, from any liability.
15. The Department should complete a North Carolina Incident Report on all incidents or requests for assistance, regardless of whether a response is initiated, or not. This should be done through NFIRS Incident reporting.
16. The Chief of the Department is required by General Statute 58-79-1 to determine the cause of all fires. The Department will initiate investigation of any fire within three (3) days (excluding Sunday) and complete a North Carolina Incident Report detailing all known facts of the fire within one (1) week. The Department will maintain Incident Reports in a safe location indefinitely.

17. In the absence of the Fire Chief (or the chiefs designee), the Hyde County Fire Marshal in combination with the Sheriff, is held responsible for fire investigation by General Statute 58-79-1. The Department will notify the Fire Marshal and the Sheriff for assistance whenever necessary.

18. This contract will expire on June 30, 2013. HOWEVER, IT SHALL EXTEND AUTOMATICALLY AND RENEW ANNUALLY FOR A PERIOD OF FIVE (5) YEARS UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING, NOT LESS THEN SIXTY DAYS PRIOR TO THE ANNUAL RENEWAL DATE OF THAT PARTY'S DESIRE NOT TO RENEW THIS CONTRACT.

19. The County or the Department can request in writing to renegotiate this contract at any time during the contract period, but the County and the Department must agree in writing at least ten (10) days prior to the change becoming effective.

IN WITNESS WHEREOF, the county has caused this agreement to be signed by the Chairman of the Board of Commissioners, attested by the Clerk to said Board, and its official seal to be hereto affixed, all by authority of said board duly given, and the Swan Quarter Volunteer Fire Department, Inc. has caused this agreement to be signed by its President, attested by its Secretary and Chief, and its corporate seal affixed, all by authority of its Board of Directors.

HYDE COUNTY

Chairman of the Board of Commissioners

Date

Hyde County Manager

Date

Hyde County Fire Marshal

Date

Attest: _____

Clerk to the Board of Commissioners

Date

SWAN QUARTER VOLUNTEER FIRE DEPARTMENT, INC.

President of the Board of Directors

Date

Chief of the Fire Department

Date

Secretary of the Fire Department

Date

This disbursement has been approved as required by the local Government Budget and Fiscal Control Act.

Hyde County Finance Officer

Date



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 11

Meeting Date: 03.19.12

Presenter(s): Justin Gibbs

Title: Acting Director

Agency/Dept.: Hyde County Emergency Services

Item Title: Contract with Volunteer Fire Departments

Attachments: Yes

Description: Mr. Gibbs will review the final draft of the contract with the volunteer fire departments of Hyde County for services rendered to the county.

Times Read: Second

Impact on Budget: Does not increase the budget.

Recommendation: Discuss, approve

MOTION MADE BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

Vote:

A. Byrd
 B. Swindell
 D. Styron
 D. Tunnell
 S. Spencer

Aye

Nay

**NORTH CAROLINA
HYDE COUNTY**

THIS CONTRACT, made and entered into effective the _____, 2012 by and between HYDE COUNTY, a body politic and corporate of NORTH CAROLINA ("the County") and Swan Quarter Volunteer Fire Department, Inc., a North Carolina nonprofit Corporation ("the Department").

WITNESSETH:

WHEREAS, Chapter 143-517 of the General Statutes of North Carolina states that each County shall ensure that emergency medical services are provided to its citizens; and

WHEREAS, the County has determined a need for a Emergency Medical First Responder Program to enhance the Emergency Medical Services System due to the geography of the County and the distance to the closest hospital; and

WHEREAS, the parties have previously entered into other contracts and agreements. This contract will supersede any previous contract or agreement and will render the previous ones null and void; and

WHEREAS, the County desires to enter into a one (1) year contract, renewable as herein stated; with the Department to provide Emergency Medical First Responder services to an area of Hyde County defined by the fire and mutual aid districts being served by the Department,

NOW THEREFORE, for and inconsideration of annual payments as provided herein and for good and other consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the County and the Department agree as follows:

1. The County will pay to the Department an annual per call amount based on the number of medical first responder calls the Department responds to within a calendar year. The amount per call will be determined by dividing the total number of actual county-wide medical first responder calls that were responded to by all of the participating departments within the given calendar year into the total line item amount (a minimum of \$20,000.00 per year) in the County's budget for this service. The per-call amount will then be multiplied by the number of actual calls the Department responded to in order to determine the amount of payment due for the medical first responder services provided.
2. Due to the first calendar year of this agreement beginning on January 1, 2012, the Department will be paid at a rate of \$50.00 per first responder call for the period from July 1, 2011 to December 31, 2011.
3. If this contract is terminated before a calendar year is completed, then the budgeted amount for the First Responder Program will be prorated based on the number of months that services were provided.
4. The Department shall respond to all calls if appropriate personnel are available.

5. A Committee consisting of the Fire Chief from each of the participating Departments in the County and a member appointed by the County will meet to determine if the calls invoiced by the departments were eligible first responder calls and ensure that the proper documents have been submitted for payment for the services rendered. Upon the completion of the review process the Committee will meet with the Emergency Services Director to recommend payment of the invoices based on its determinations.
6. In accordance with the National Fire Protection Agency Standard 1201 Section 7.6.1, the Department shall maintain a close working relationship with the medical authority (Hyde County Medical Director and Hyde County EMS) to provide an applicable level of medical supervision for the service level to which the Department is committed.
7. The Department shall be responsible for having trained personnel, to a level of at least Emergency Medical First Responder, and for making sure Emergency Medical First Responders attend the appropriate continuing education.
8. The County shall be responsible for providing any continuing education that is required.
9. The County in coordination with the Hyde County Medical Director shall provide to the Department Emergency Medical First Responder Patient Care Protocols.
10. The Department will provide the necessary vehicles and personnel to furnish the Emergency Medical First Responder service to the assigned district, as well as automatic or mutual aid to other Departments/Agencies as needed.
11. The County will provide to the Department all small equipment as well as the supplies that will be required. The equipment and supplies will be restocked from the responding EMS unit or from the EMS Base Station. The County in coordination with the Hyde County Medical Director shall provide an inventory list of equipment and supplies required for the provision of medical first responder services.
12. At the scene of an emergency, the Emergency Medical First Responder shall administer basic life support and first aid to the limits of his/her training and credentials and in accordance with the approved EMS System Protocols.
13. The Department and its members are required to follow state and local laws and ordinances that apply to the Department when responding to an emergency.
14. The Department should complete a report on all incidents or requests for assistance regardless of whether a response is initiated or not, this should be done through the National Fire Incident Reporting System.
15. The Department is responsible for the required insurance coverage.
16. The Department is solely responsible for its members. If any of the Department's members do not comply with the requirements of this contract, the County will document the problem and officially notify the Fire Chief of the Department in writing. Once the Fire Chief of the Department has received the written notification of violation, the matter will be resolved by the

Department and the County will be notified in writing of any disciplinary action taken.

17. This contract will expire on December 31, 2012. HOWEVER, IT SHALL EXTEND ANNUALLY THROUGH DECEMBER 31, 2017 UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING, NOT LESS THEN SIXTY DAYS PRIOR TO THE ANNUAL RENEWAL DATE OF THAT PARTY'S DESIRE NOT TO RENEW THIS CONTRACT.

18. The County or the Department can request in writing to renegotiate this contract at any time during the contract period, but the County and the Department must agree in writing at least ten (10) days prior to the change becoming effective.

IN WITNESS WHEREOF, the County has caused this agreement to be signed by the Chairman of the Board of Commissioners, Attested by the Clerk to said Board, and its official seal to be hereto affixed, all by authority of said board duly given, and the Swan Quarter Volunteer Fire Department, Inc. has caused this agreement to be signed by its President, attested by its Secretary and Chief, and its corporate seal affixed, all by authority of its Board of Directors.

HYDE COUNTY

Chairman of the Board of Commissioners

Date

Hyde County Manager

Date

Hyde County Fire Marshal

Date

Attest: _____
Clerk to the Board of Commissioners

Date

SWAN QUARTER VOLUNTEER FIRE DEPARTMENT, INC.

President of the Board of Directors

Date

Chief of the Fire Department

Date

Secretary of the Fire Department

Date

This disbursement has been approved as required by the local Government Budget and Fiscal Control Act.

Hyde County Finance Officer

Date



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 12

Meeting Date: 03.19.12

Presenter(s): Mazie Smith

Title: Manager

Agency/Dept.: County of Hyde

Item Title: Policy for Funding Non-Profit Agencies with Draft Statement of Agreement

Attachments: Yes

Description: The draft policy for funding of non-profit agencies, accompanied by a draft Statement of Agreement with said agencies, is presented to the Board for a second reading and final approval. It is believed the new policy will enable the county to hold those who receive funding more accountable for the use of the funds, and ensure that the purposes for which they are used support goals in the strategic plan of the county.

Times Read: Second

Impact on Budget: Does not increase the budget.

Recommendation: Discuss, approve

MOTION MADE BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

Vote:

A. Byrd
 B. Swindell
 D. Styron
 D. Tunnell
 S. Spencer

Aye

Nay



Since 1712

HYDE COUNTY

NORTH CAROLINA

DRAFT
HYDE COUNTY POLICY
FOR FUNDING NON-PROFIT AGENCIES

For non-profit agencies receiving \$1,000 or more of funding from Hyde County, the following requirements must be met.

The agency agrees to furnish the following with the funding request:

1. A copy of the agency's Internal Revenue Service discrimination letter.
2. A roster of the Board of Directors that includes their mailing addresses, phone numbers, email addresses and terms of office.
3. A copy of the current budget.
4. A copy of the annual audit performed by a CPA firm. (The audit must be received within nine (9) months of the end of the fiscal year).
5. A copy of the minutes of the annual meeting of the Board of Directors.
6. A copy of the by-laws of the organization.
7. A letter or form stating the agency will abide by the following guidelines:
 - a. That all board meetings are open to the public and that the Hyde County Clerk to the Board of Commissioners is notified at least 48 hours in advance of all meetings held.
 - b. That all financial records are open to the public upon reasonable notice.
 - c. That the agency will obtain bids for capital outlay items funded with County dollars, and be able to provide adequate written documentation of such upon reasonable request.
 - d. That the agency will avoid conflict of interest in funding programs which are otherwise provided by the private sector.
 - e. That the agency will abide by all Federal, State and local laws and ordinances.
 - f. That the agency will provide to the County Manager's Office a copy of a report on the activities of the agency that were funded no less than 90 days prior to the end of the fiscal year .
 - g. That the agency will use County funds only for the purpose for which the funds were appropriated.

- h. That the agency will repay any funds that are in violation of the stated purpose for receiving the appropriation.
- 8. The Board of Commissioners may allow an exception to the funding policy where it is shown that the policy requirements would result in a practical difficulty or unnecessary hardship to the applying non-profit agency. This exception would need to be granted if approved by a majority vote of the County Commissioners at a regularly scheduled meeting.

Adopted and effective this the _____ day of _____, 2012.

Sharon Spencer, Chairman

Lois Stotesberry, Deputy Clerk



Since 1712

HYDE COUNTY

NORTH CAROLINA

DRAFT
STATEMENT OF AGREEMENT
IN COMPLIANCE WITH THE HYDE COUNTY POLICY
ON FUNDING OF NON-PROFIT AGENCIES

_____ (agency name, hereinafter referred to as "the agency"), a non-profit organization applying for funding from Hyde County Government of \$1000 or more, hereby agrees to the following requirements as stated in the Hyde County Policy for Funding of Non-Profit Agencies.

The agency agrees to furnish the following with the funding request:

1. ___A copy of the agency's Internal Revenue Service discrimination letter.
2. ___A roster of the Board of Directors that includes their mailing addresses, phone numbers, email addresses and terms of office.
3. ___A copy of the current budget.
4. ___A copy of the annual audit performed by a CPA firm. (The audit must be received within nine (9) months of the end of the fiscal year).
5. ___A copy of the minutes of the annual meeting of the Board of Directors.
6. ___A copy of the by-laws of the organization.

The agency agrees to abide by the following guidelines:

- a. That all board meetings are open to the public and that the Hyde County Clerk to the Board of Commissioners is notified at least 48 hours in advance of all meetings held.
- b. That all financial records are open to the public upon reasonable notice.
- c. That the agency will obtain bids for capital outlay items funded with County dollars, and be able to provide adequate written documentation of such upon reasonable request.
- d. That the agency will avoid conflict of interest in funding programs which are otherwise provided by the private sector.
- e. That the agency will abide by all Federal, State and local laws and ordinances.
- f. That the agency will provide to the County Manager's Office a copy of a report on the activities of the agency that were funded no less than 90 days prior to the end of the fiscal year .

- g. That the agency will use County funds only for the purpose for which the funds were appropriated.
- h. That the agency will repay any funds that are in violation of the stated purpose for receiving the appropriation.

The agency understands that in accordance with the Hyde County Policy for the Funding of Non-Profit Agencies, the Board of Commissioners may allow an except to the funding policy where it is shown that the policy requirements would result in a practical difficulty or unnecessary hardship to the applying non-profit agency.

Chairman of the Board of Directors

Executive Director

Address: _____

Agency Mailing Address: _____

Date: _____

Date: _____