

May 18, 2020 7:00 pm
JONES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET
TRENTON, NC 28585
MINUTES

COMMISSIONERS PRESENT:

Frank Emory, Chairman
Charlie Dunn Jr., Vice-Chairman
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Gray, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Brenda Reece, Finance Officer
Angelica Hall, Clerk
Dave Baxter, County Attorney

COMMISSIONERS ABSENT:

Mike Haddock

The Chairperson called the meeting to order and Commissioner James Harper gave the invocation. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by James Harper and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner James Harper seconded by Commissioner April Aycock and unanimously carried **THAT** the Regular Meeting Minutes on May 4, 2020, Budget Workshop Minutes May 4, 2020 and Budget Workshop Minutes on May 11 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

None

1. JONES COUNTY JCPC ANNUAL PLAN AND CERTIFICATION FOR FY 2020-21

Ms. Danielle Bryan, JCPC Chair, presented the Annual Plan and certification for FY 2020-21 to the Board. **MOTION** made by Commissioner Charlie Dunn Jr., seconded by Commissioner James Harper and unanimously carried **THAT** the JCPC Annual Plan and Certification for FY 2020-21 be approved as presented. A copy of the plan is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

2. NEUSE RIVER BASIN REGIONAL HAZARD MITIGATION PLAN ADOPTION

Mr. Franky Howard, County Manager, presented the Board with a Resolution to adopt the Neuse River Basin Regional Hazard Mitigation Plan. **MOTION** made by Commissioner Charlie Dunn Jr., seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Resolution for the Neuse River Basin Regional Hazard Mitigation Plan be

approved as presented. A copy of the Resolution is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

3. FLOOD DAMAGE PREVENTION ORDINANCE UPDATES ADOPTION

Mr. Franky Howard, County Manager, presented the Board with the Updated Flood Damage Prevention Ordinance for Adoption.

MOTION was made by Commissioner April Aycock, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried to open Public Hearing for the Flood Damage Prevention Ordinance.

There were no comments from the public.

MOTION was made by Commissioner Charlie Dunn Jr., seconded by Commissioner April Aycock and unanimously carried to close Public Hearing for the Flood Damage Prevention Ordinance.

MOTION made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner April Aycock and unanimously carried **THAT** the Updated Flood Damage Prevention Ordinance be approved as presented. A copy of the Ordinance is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

4. TAX COLLECTION REPORT FOR APRIL 2020

Mr. Franky Howard, County Manager, presented the Board with the April 2020 Tax Collection Report. Information Only. A copy of the report is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

5. HCCBG BUDGET FOR FY 2020-2021

Mr. Franky Howard, County Manager, presented the Board with the HCCBG Budget for FY 2020-2021. **MOTION** made by Commissioner James Harper seconded by Commissioner April Aycock and unanimously carried **THAT** the HCCBG Budget for FY 2020-2021 be approved as presented. A copy of the budget is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

6. EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM SUPPLEMENTAL (EMPG-S)

Mr. Franky Howard, presented the Board with the EMPG-S that Emergency Management applied for to assist in obtaining a VIPRE antenna for the EOC. This is a matching grant and the County will need to fund half of the cost. **MOTION** made by Commissioner Sondra Ipock-Riggs seconded by Commissioner James Harper and unanimously carried **THAT** the EMPG-S be approved as presented. A copy of the EMPG-S is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

7. BUDGET AMENDMENTS #39 - #41

Mr. Franky Howard, County Manager, presented the Board with budget amendment #39 - #41 for approval. **MOTION** made by Commissioner Charlie Dunn Jr., seconded by Commissioner April Aycock and unanimously carried **THAT** the budget amendment #39 - #41 be approved as presented. A copy of the budget amendments is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

8. CIVIC CENTER HVAC REPLACEMENT

Mr. Franky Howard, County Manager, presented the Board with a request to replace the two rooftop HVAC units at the Civic Center. Mr. Howard explained that one of the units was damaged during Hurricane Florence and there were funds received to replace it, however, the other unit is the same age and needs replacement also and felt it was best to have them both replaced at the same time. The total project is estimated to cost no more than \$45,000 with \$22,500 from Insurance funds to replace the unit damaged during Hurricane Florence. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper and unanimously carried **THAT** the HVAC replacement request with the estimated cost of no more than \$45,000 be approved as presented.

COUNTY MANAGER'S REPORT

- Provided an update on COVID-19
- Provided an update on the delivery of Landfill scales
- Provided an update on the CDBG-NR with Holland Consulting

COMMISSIONER'S REPORTS

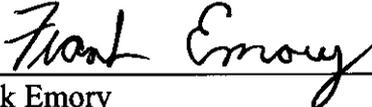
Commissioner April Aycock wanted to remind everyone to complete their Census and stated that Census forms do not go to post office boxes so you will need to complete the form online. Also, requested an update on the flooded schools.

Commissioner Charlie Gray stressed the importance of getting in contact with someone to assist with keeping the excess water out of the county to prevent further flooding.

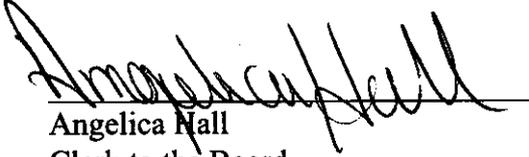
PUBLIC COMMENT

None

MOTION made by Commissioner Charlie Gray, seconded by Commissioner April Aycock and unanimously carried **THAT** the meeting be **ADJOURNED** at 7:45 p.m.



Frank Emory
Chairman



Angelica Hall
Clerk to the Board

EXHIBIT A

Jones County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 98,533 Local Match: \$ 18,760 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Jones County Family Connections - MCEC	\$91,937			\$18,760			\$110,697	17%
2	Jones County JCPC Administration	\$6,596						\$6,596	
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$98,533			\$18,760			\$117,293	18%

The above plan was derived through a planning process by the Jones County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 20-21

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type Initial plan update final

---DPS Use Only---

Reviewed by _____	_____
Area Consultant	Date
Reviewed by _____	_____
Program Asesetant	Date
Verified by _____	_____
Designated State Office Staff	Date

Chairperson, Juvenile Crime Prevention Council (Date)

Frank Emery

Chairperson, Board of County Commissioners (Date)
or County Finance Officer



NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2020 - 2021

County: Jones Date: 3/30/2020

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? yes
B. Is the membership list attached? yes
C. Are members appointed for two year terms and are those terms staggered? yes
D. Is membership reflective of social-economic and racial diversity of the community? yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? yes

If not, which positions are vacant and why?

Exceptions: Student reps; District Attorney, Chief District Court Judge, Recreation Dept.

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? yes
B. Bylaws are [] attached or [X] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. yes
D. Does the JCPC have written policies and procedures for funding and review? yes
E. These policies and procedures [] attached or [X] on file. (Select one.)
F. Does the JCPC have officers and are they elected annually? yes
JCPC has: [X] Chair; [X] Vice-Chair; [X] Secretary; [] Treasurer.

STANDARD #3 - Meetings

- A. JCPC meetings are considered open and public notice of meetings is provided. yes
B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? yes
C. Does the JCPC meet bi-monthly at a minimum? yes
D. Are minutes taken at all official meetings? yes
E. Are minutes distributed prior to or during subsequent meetings? yes

STANDARD #4 - Planning

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? yes
B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? yes
C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? yes

Juvenile Crime Prevention Council Certification (cont'd)

STANDARD #5 - Public Awareness

- A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members? (RFP, distribution list, and article attached) _____ yes _____
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? _____ yes _____

STANDARD #6 – No Overdue Tax Debt

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? _____ yes _____

Briefly outline the plan for correcting any areas of standards non-compliance.

Will work to meet all requirements in the coming year.

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/ OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification must be received by **June 30, 2020**.

**JCPC Administrative Funds
SOURCES OF REVENUE**

DPS JCPC	
Only list requested funds for JCPC Administrative Budget.	_____ <u>\$6,596</u> _____
Local	_____ <u>0</u> _____
Other	_____ <u>0</u> _____
Total	_____ <u>\$6,596</u> _____

JCPC Chairperson	Date
<i>Frank Erney</i>	<u>5-18-20</u>
Chairman, Board of County Commissioners	Date

DPS Designated Official	Date
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Juvenile Crime Prevention Council Certification (cont'd)

Jones

County

FY 2020-2021

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Danielle Bryant	ECP Director	<input checked="" type="checkbox"/>	w	f
2) Chief of Police	Carl Baugus	Maysville PD	<input type="checkbox"/>	w	m
3) Local Sheriff or designee	Anthony Taylor	First SSG	<input checked="" type="checkbox"/>	b	m
4) District Attorney or designee	Vacant		<input type="checkbox"/>		
5) Chief Court Counselor or designee	Jeff Grunden	Court Counselor	<input checked="" type="checkbox"/>	w	m
6) Director, AMH/DD/SA, or designee	Karen Reaves	SOC Coord.	<input type="checkbox"/>	w	f
7) Director DSS or designee	Jessica Adams	SW Supv III	<input checked="" type="checkbox"/>	w	f
8) County Manager or designee	Brenda Reece	Finance Officer	<input checked="" type="checkbox"/>	w	f
9) Substance Abuse Professional	Dawn Robinson	Supervisor	<input type="checkbox"/>	b	f
10) Member of Faith Community	Diane Haddock	Faith-based Rep.	<input type="checkbox"/>	b	f
11) County Commissioner	Rev. Charlie Dunn, Jr.	Commissioner	<input type="checkbox"/>	b	m
12) Two Persons under age 18 (State Youth Council Representative, if available)	Vacant		<input type="checkbox"/>		
	Vacant		<input type="checkbox"/>		
13) Juvenile Defense Attorney	Sheri Davenport	Attorney	<input type="checkbox"/>	w	f
14) Chief District Judge or designee	Vacant		<input type="checkbox"/>		
15) Member of Business Community	Zack Koonce	Business Owner	<input type="checkbox"/>	w	m
16) Local Health Director or designee	Wesley Smith	Health Director	<input type="checkbox"/>	w	m
17) Rep. United Way/other non-profit	Doris Harris	Pres. CDC	<input type="checkbox"/>	b	f
18) Representative/Parks and Rec.	Eldridge Page	Coordinator	<input type="checkbox"/>	b	m
19) County Commissioner appointee	M. Adrian Nall	Detention Officer	<input type="checkbox"/>	b	m
20) County Commissioner appointee	Chris Henderson	Clerk of Court	<input type="checkbox"/>	w	m
21) County Commissioner appointee			<input type="checkbox"/>		
22) County Commissioner appointee			<input type="checkbox"/>		
23) County Commissioner appointee			<input type="checkbox"/>		
24) County Commissioner appointee			<input type="checkbox"/>		

Juvenile Crime Prevention Council Certification (cont'd)

25) County Commissioner appointee					
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Juvenile Crime Prevention Council County Plan

Jones County

For FY 2020-2021

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Jones County

I. County Funding Recommendations

Jones County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 98,533 Local Match: \$ 18,760 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Jones County Family Connections - MCEC	\$91,937			\$18,760			\$110,697	17%
2	Jones County JCPC Administration	\$6,596						\$6,596	
3									
4									

Jones County

II. Executive Summary

The County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities set forth in the General Statutes of the State of North Carolina, presents the following County Plan for FY 2020-21 .

A. Council Organization and Attendance

	Name	Agency/Organization	Title
Chairperson	Danielle Bryan	Jones County Schools	ECP Director
Vice or Co-Chairperson	Jessica Adams	Jones County DSS	Interim Director
Secretary	Tomeka Jerkins	Jones County Schools	Data Manager
Treasurer (if applicable)	Brenda Reece	Jones County	Finance Officer

Number of members: 17

Current fiscal year meeting dates and number of members in attendance.

Meeting Date	Number of Members in Attendance	Quorum? Yes/No
8/9/2019	11	yes
9/13/2019	10	yes
11/8/2019	7; 1 proxy	yes
1/10/2020	7	yes
3/13/2020	8; 1 proxy	yes

B. Summary and Scope of Work

Through the Needs Assessment, the JCPC identified issues and factors which have an influence and impact upon delinquent and at-risk youth, and their families in the county. Further, the JCPC has identified the strategies and evidence supported services most likely to reduce/prevent delinquent behavior.

Items checked below have been completed within the current fiscal year.

1. Data Review including:

<input checked="" type="checkbox"/> Prior FY Juvenile Risk/Needs Assessments – Elevated Factors & Comparisons <small>For the County 14-15 Data Report, see Appendix A</small>
<input checked="" type="checkbox"/> Prior FY Juvenile Justice System Flow Data – # of Juveniles & Comparisons
<input checked="" type="checkbox"/> Latest published Consolidated School Data Report
<input type="checkbox"/> Other Community Data – Sources:

2. Resource Assessment – continuum of local services available for prevention, diversion, intervention, and dispositional alternatives.

For the Resource Assessment, see Appendix B

3. Gaps in the Service Continuum – limited program capacity or availability issues in the local service continuum used to inform needed services published in the annual Request for Proposal.

4. Request for Proposals – advertisement of needed services originating from the preceding process and published for a minimum of thirty (30) days.

5. Screening of submitted program applications, and determination of which programs best meet advertised needs, and subsequent recommendations to County Commissioners for the allocation of Juvenile Crime Prevention funds.

For the Rationale for Funding Recommendations, see Appendix C

6. Local monitoring and evaluation of funded programs completed.

<input checked="" type="checkbox"/> JCPC Monitoring Tool – Completed and on file with the Area Office for: Jones Family Connections, February 11, 2020 at the MCEC New Bern Office.
<input checked="" type="checkbox"/> Six months Measurable Objectives Review
<input checked="" type="checkbox"/> Twelve months Annual Objectives Review – for continuation programs
<input checked="" type="checkbox"/> Other JCPC monitoring and review methods – Program reporting at regularly scheduled JCPC meetings.

C. Monitoring and Evaluation Report for Existing Programs

In response to the requirements set forth in the legislation governing Juvenile Crime Prevention Councils, monitoring and evaluation of services provided by existing JCPC funded programs has been conducted. Each program (component) funded in the past year by the JCPC has been monitored and monitoring results and program performance outcomes were considered in making funding allocation recommendations.

Program Name	Monitoring Issues Cited Y/N	# Projected to Serve current FY	# Served First Six Months	Program Issues w/ Service Statistics or Measurable Objectives
Jones Family Connections - Family Counseling	No	10	7	None
Restitution/community service	No	5	0	No DJJ referrals ytd
Building Peace in Schools	No	30	10	None; felt like they'd have more referrals in the spring.

D. Therapeutic Services and Dispositional Options

Only therapeutic programs adhering to the highest level of evidence-supported practice proportionate to capacity and level of funding, or dispositional options and structures prioritized for preventing and reducing juvenile crime and/or gang involvement are recommended for funding.

Evidence-Supported/ Therapeutic Services Program Name/Type	Delinquency Prevention Structures/Strategies Program Name/Type
Family Connections - Family Counseling	
Restitution/Community Service	
Building Peace - Social Skills	

III. NEEDS ASSESSMENT SUMMARY REPORT

- I. Risk Assessment Summary**
- II. Needs Assessment Summary**
- III. Resource Assessment Summary**
- IV. Summary of Gaps and Barriers in the Community Continuum**
- V. Proposed Priority Services for Funding**

Part I. Risk

The JCPC reviewed data gleaned from the Juvenile Risk Assessment instrument administered by Juvenile Court Counselors after juveniles are referred with a complaint alleging that a delinquent act has occurred and prior to adjudication of the juvenile. The Juvenile Risk Assessment is an instrument used to predict the likelihood of the juvenile being involved in future delinquent behavior. For some youth, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items, there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

Elevated Risk factors: *see attached risk assessment data*

- 1) Substance abuse assessment needed**
- 2) Negative peer associations**
- 3) Juveniles under 12 at first offense**
- 4) School behavior problems**

Part II. Needs

The JCPC also reviewed data gleaned from the Juvenile Needs Assessment instrument administered by Juvenile Court Counselors prior to court disposition of a juvenile and at subsequent 90-day intervals through the period of court supervision. The Juvenile Needs Assessment is an instrument used to examine a youth's needs in the various domains of his life: The Individual Domain, The School Domain, The Peer Domain, and the Community Domain. This instrument was designed to detect service intervention needs as an aid in service planning. As with the Juvenile Risk Assessment, some of the individual item ratings may be heavily dependent upon information reported by the juvenile or the parent(s). For these items, there is a likelihood of under-reporting the incidence of a particular behavior and the actual incidence may be higher than

suggested by these figures. In those cases, the figure should be interpreted as a measure of the minimum level of occurrence.

Elevated Needs: *see attached needs assessment data*

- 1) **Some substance abuse, assessment needed**
- 2) **School behavior problems**
- 3) **Delinquent peers**
- 4) **Family criminal history**
- 5) **Domestic discord/domestic violence**

Part III. Continuum Resource Assessment

The JCPC conducted an assessment to determine local services available to meet the needs of delinquent and at-risk juveniles including those readily available from other funding sources, as well as those currently funded with JCPC allocation and county cash or in-kind match. *see attached resource assessment*

Part IV. Summary of Gaps and Barriers in the Continuum of Services

The JCPC compared the services needed to address elevated Juvenile Risk Factors and Juvenile Needs with services currently available in the community. Services which are currently available from other resources in the community and sufficient to meet the needs of court involved youth or those youth most at risk for court involvement are not prioritized for JCPC funding.

Gaps in the Service Continuum may be a result of limited funding and capacity, geographical or transportation challenges, unwillingness or inability of programs serving general populations to accommodate higher risk juveniles and behaviors, or those gaps that would be created in the continuum if JCPC funding were not appropriated for certain dispositional alternatives, diversion strategies, and evidence supported services directed to juveniles at highest risk of delinquency and/or gang involvement.

- A. List any gaps or barriers other than needed services: County no longer has a Teen Court; current JCPC provider has agreed to consider referrals to an adjacent county's teen court as well as provide mediation restorative justice services as referred by DJJ.
- B. List Needed Services Prioritized for Funding: Interpersonal Skills, Mediation, Substance Abuse Prevention, Restitution, Counseling, Sexual Offender Treatment/Assessment as referred by DJJ.

IV. Juvenile Crime Prevention Council Membership

Jones

County

FY 2019-20

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Danielle Bryant	ECP Director	<input checked="" type="checkbox"/>	w	f
2) Chief of Police	Carl Baugus	Maysville PD	<input type="checkbox"/>	w	m
3) Local Sheriff or designee	Anthony Taylor	Lieutenant	<input checked="" type="checkbox"/>	b	m
4) District Attorney or designee	Vacant		<input type="checkbox"/>		
5) Chief Court Counselor or designee	Jeff Grunden	Court Counselor	<input checked="" type="checkbox"/>	w	m
6) Director, AMH/DD/SA, or designee	Karen Reaves	SOC Coord.	<input type="checkbox"/>	w	f
7) Director DSS or designee	Jessica Adams	Interim Director	<input checked="" type="checkbox"/>	w	f
8) County Manager or designee	Brenda Reece	Finance Officer	<input checked="" type="checkbox"/>	w	f
9) Substance Abuse Professional	Dawn Robinson	Supervisor	<input type="checkbox"/>	b	f
10) Member of Faith Community	Diane Haddock	Faith-based Rep.	<input type="checkbox"/>	b	f
11) County Commissioner	Rev. Charlie Dunn, Jr.	Commissioner	<input type="checkbox"/>	b	m
12) Two Persons under age 18 (State Youth Council Representative, if available)	Vacant		<input type="checkbox"/>		
	Vacant		<input type="checkbox"/>		
13) Juvenile Defense Attorney	Sheri Davenport	Attorney	<input type="checkbox"/>	w	f
14) Chief District Judge or designee	Vacant		<input type="checkbox"/>		
15) Member of Business Community	Zack Koonce	Business Owner	<input type="checkbox"/>	w	m
16) Local Health Director or designee	Wesley Smith	Health Director	<input type="checkbox"/>	w	m
17) Rep. United Way/other non-profit	Doris Harris	Pres. CDC	<input type="checkbox"/>	b	f
18) Representative/Parks and Rec.	Eldridge Page	Coordinator	<input type="checkbox"/>	b	m
19) County Commissioner appointee	M. Adrian Nall	Detention Officer	<input type="checkbox"/>	b	m
20) County Commissioner appointee	Chris Henderson	Clerk of Court	<input type="checkbox"/>	w	m
21) County Commissioner appointee			<input type="checkbox"/>		
22) County Commissioner appointee			<input type="checkbox"/>		
23) County Commissioner appointee			<input type="checkbox"/>		
24) County Commissioner appointee			<input type="checkbox"/>		
25) County Commissioner appointee			<input type="checkbox"/>		

VI. County Juvenile Crime Prevention Council Request for Proposals

**Request for Proposals
NCDPS JCPC Continuation Funding FY 2020-21**

Jones County	\$98,533 Anticipated County Allocation	January 10, 2020 Date Advertised
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The Juvenile Crime Prevention Council having studied the needs of juveniles in the county hereby publishes this Request for Proposals.

The North Carolina Department of Public Safety (NCDPS) anticipated funds in the above stated amount will be available for programs serving delinquent and at-risk youth for the state fiscal year: 2020-21 beginning on or after July 1, 2020. Use of the funds will require 20% match.

Based on identified needed programs and possible gaps in the service continuum, the following program types will be considered for funding:

<input checked="" type="checkbox"/> Interpersonal (Social) Skills	<input checked="" type="checkbox"/> Restitution/Community Service
<input checked="" type="checkbox"/> Mediation	<input checked="" type="checkbox"/> Counseling
<input checked="" type="checkbox"/> Substance Abuse Prevention, Assessment, and/or Treatment	<input checked="" type="checkbox"/> Sexual Offender Assessment/Treatment

As a result of the Needs Assessment in the above named county, programs that reduce risk, address the needs of juveniles, and increase protective factors will be considered for funding.

Elevated risk factors for delinquency: 1) Negative peers; 2) School behavior problems; 3) Prior referrals/adjudications in juvenile court; and 4) Substance abuse assessment needs.	Elevated Needs for adjudicated juveniles: 1) Delinquent peers; 2) School behavior and academic concerns; 3) Substance abuse assessment needs; and 4) Family criminal history.
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Protective Factors to address risk and needs:
 Prosocial peers; strong school motivation; self-efficacy; effective parenting/supervision.

The web-based program application is available on line at the Department of Public Safety web-site:
<https://www.ncdps.gov/index2.cfm?a=000003,002476,002483,002482,002514>

New applicants should plan to attend the grant writing workshop at Martin Community College, Bldg. 1, Room 14, on Tuesday, February 18th from 9am-1pm. Register by contacting denise.bond@ncdps.gov.

Once applications are completed on line, email the entire application per instructions below. All applications must be submitted by the deadline below to be considered for funding.

Only local public agencies, 501 ©3 non-profit corporations and local housing authorities will be considered for funding. For additional information regarding the application process:

Danielle Bryan	-	danielle.bryan@jonesnc.net
JCPC Chairperson / or Designee		Email

For information and other technical assistance:
Nancy Hodges, Area Consultant at 252-947-1565.

The deadline for receiving applications is Noon 3/12/2020 . ****Email application to Danielle Bryan****

VII. JCPC Program Enhancement Process

The Department of Public Safety, in an effort to assist Juvenile Crime Prevention Councils in determining the most effective services and strategies to apply locally has adopted a statewide evaluation method for JCPC funded programs. The Standardized Program Evaluation Protocol (SPEP) allows programs to compare their service type, frequency and duration of services, and risk level of admitted juveniles against results from a meta-analysis of more than 600 programs and services spanning more than thirty years.

Initial and subsequent interim scores have been shared with programs and opportunities for program improvement within the scope of funding and resources available will ensure the highest quality juvenile justice programs are available locally.

Likewise, some programs are largely "settings within which program services are delivered." (Lipsey, 2005). Teen Court, some Residential, or Structured Day services offer vital programming to youth and families and are a necessary part of the service continuum and dispositional alternatives required by legislation.

The JCPC recognizes a combination of these programs may offer the best prevention, diversion and intervention strategies and structures critical to their local service continuum to prevent and reduce delinquency.

A. Program Enhancement Plan (PEP)

- Program Enhancement Plans (PEPs) address the areas needing improvement as identified through the program's Evaluation score
- Monitoring of the PEP process has been incorporated into the JCPC monitoring/planning processes
- The JCPC will continue to evaluate the effectiveness of funded programs through general oversight and support

A. Program Enhancement Plans

Program/County:	Family Connections - Building Peace
Program SPEP type:	Social Skills - 58 out of 85 for a POP score of 68%

Category	Total SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	20	n/a	None		Program receives maximum points for its type.
Quality of Service Delivery	20	n/a	None		Program receives maximum Quality points.
Amount of Service: Duration and Contact Hours	8	12 points	To improve in "dosage" the program has to serve children for a minimum of 16 weeks and deliver 24 hours of service. This level of service saturation can be challenging for lower risk diversions and non-DJJ referrals.	CM	Program may want to identify a core group of participants early in the school year and plan to keep them throughout the year to come closer to the service targets.
Risk Level of Youth	10	15 points	Provide a more thorough risk assessment for non-DJJ referrals.	CM	DJJ referrals are most likely going to be lower risk diverted juveniles; non-DJJ referrals would also likely be lower risk.
Total	58				

Program/County:

Family Connections

Program SPEP type:

Family Counseling - scored 55 of 85 available points for a total POP score of 65%

Category	Total SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	20	n/a	None		Program receives maximum points for its type.
Quality of Service Delivery	20	n/a	None		Program receives maximum Quality points.
Amount of Service: Duration and Contact Hours	10	10 points	To improve in "dosage" the program has to serve children for a minimum of 20 weeks and deliver 30 hours of service.	CM	Program may want to identify a core group of participants early in the school year and plan to keep them throughout the year to come closer to the service targets.
Risk Level of Youth	5	20 points	Provide a more thorough risk assessment for non-DJJ referrals.	CM	Juveniles with school and family concerns leading to referral are likely going to score 3 or more points on the assessment.
Total	55				

Program/County:

Family Connections

Program SPEP type:

Restitution - scored 53 of 80 available points for a total POP score of 66%

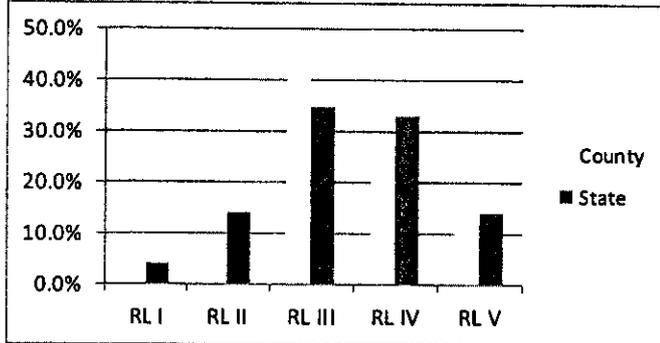
Category	Total SPEP Score	Enhancement Opportunity	Action Steps	Responsible Party	Comments:
Primary Service Supplemental Services	15	n/a	None		Program receives maximum points for its type.
Quality of Service Delivery	20	n/a	None		Program receives maximum Quality points.
Amount of Service: Duration and Contact Hours	8	12 points	To improve in "dosage" the program has to serve children for a minimum of 9 weeks and deliver 45 hours of service.	CM	For low risk diverted juveniles, this target is difficult to meet for a program that is responsive to referrals and works with the child/family to complete the hours quickly in order to satisfy the conditions of a diversion plan/contract.
Risk Level of Youth	10	15 points		CM	Most diverted juveniles are low risk limiting the program's ability to improve in this area.
Total	53				

B. Program Description(s). Additional requirements of the legislation governing the work of Juvenile Crime Prevention Councils includes funding "effective" programs. To that end, the JCPC funds the following programs providing evidence-supported services, strategies, and structures for reducing and preventing juvenile crime and gang involvement:

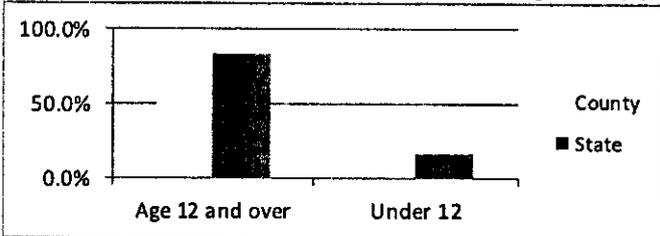
Program Name	Sponsoring Agency	Service or Structure	Service Type	Component Description(s)
Building Peace in Schools	MCEC	Service	Social Skills	Participants will increase social and leadership skills, and learn and grow together through a variety of interpersonal skill building programs. Conducts training in conflict resolution, anger management, decision making, and other skill building tools to address serious behavior problems in the school, community, and conflict in the home.
Restitution/Community Service	MCEC	Service	Restitution	Restitution holds youthful offenders personally accountable for their actions by providing positive consequences to make reparation within their community.
Family Connections	MCEC	Service	Family Counseling	This program provides assessment and counseling for youth who are involved with DJJ and their families with the purpose of addressing problems and concerns that have or are resulting in referrals to the School Resource Officer and Juvenile Court Counselor. The program will serve youth in the school, home and other community settings. The program will engage the parent/legal guardian in treatment of the identified youth addressing both individual and family issues.

RISK COMPARISON DATA 18-19

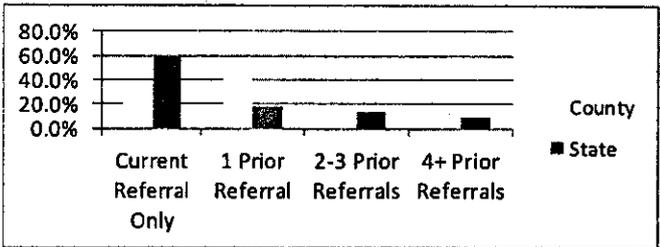
Overall Risk	County	State
RL I	0.0%	4.0%
RL II	9.0%	14.0%
RL III	45.0%	35.0%
RL IV	27.0%	33.0%
RL V	18.0%	14.0%



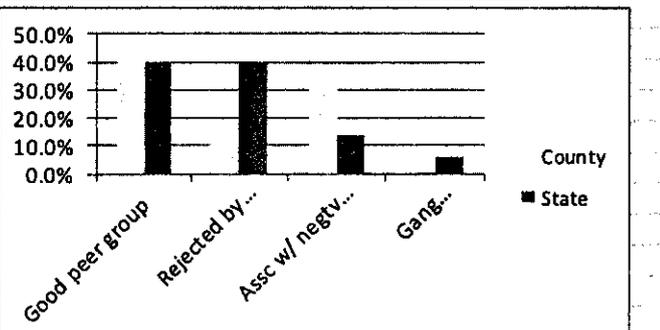
Age at First Complt	County	State
Age 12 and over	81.8%	83.7%
Under 12	18.2%	16.3%



Referrals to Court	County	State
Current Referral Only	36.4%	58.7%
1 Prior Referral	45.5%	18.5%
2-3 Prior Referrals	0.0%	13.4%
4+ Prior Referrals	18.2%	9.4%

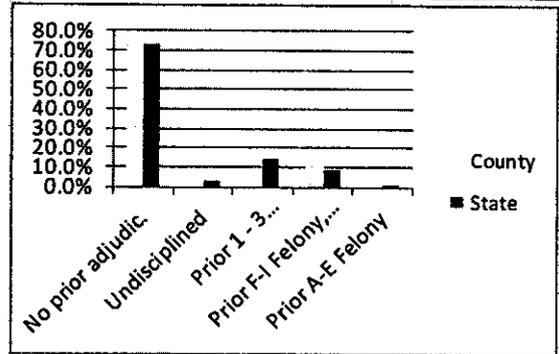


Peer Group	County	State
Good peer group	45.5%	39.5%
Rejected by peers	18.2%	40.3%
Assoc w/ negtv peers	36.4%	14.0%
Gang member/assoc	0.0%	6.2%

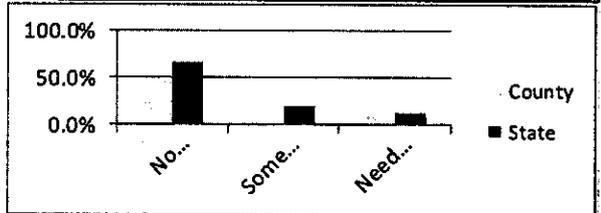


JONES County 11

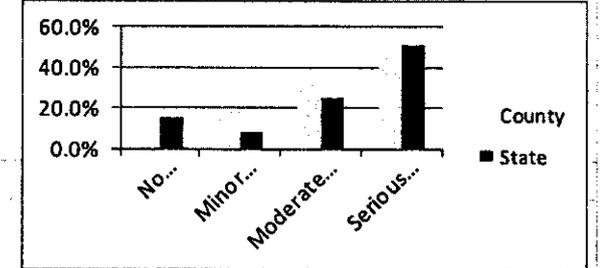
Prior Adjudication	County	State
No prior adjudic.	72.7%	73.4%
Undisciplined	0.0%	3.0%
Prior 1 - 3 Misdemr	9.1%	14.0%
Prior F-I Felony, A1	18.2%	8.3%
Prior A-E Felony	0.0%	1.2%



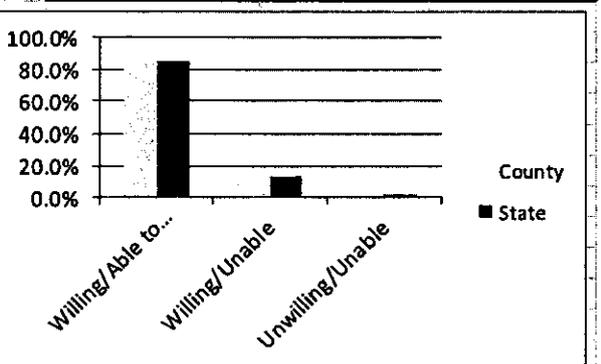
Substance Abuse	County	State
No known SA	45.5%	67.3%
Some abuse N/A	45.5%	20.4%
Need Asst/Treatmt	9.1%	12.3%



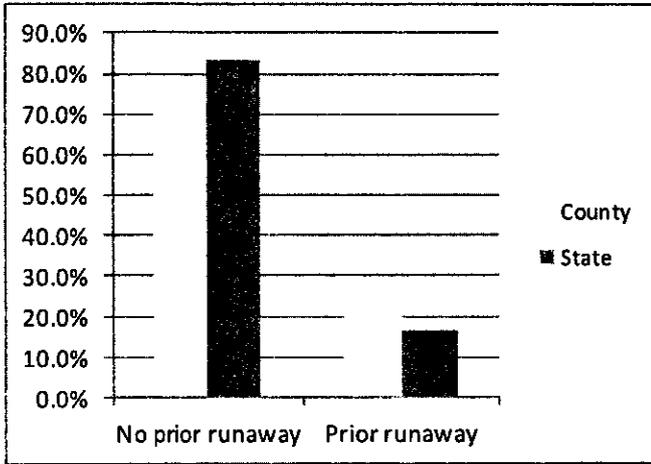
School Discipline	County	State
No problems	0.0%	15.5%
Minor problems	18.2%	7.8%
Moderate problems	36.4%	25.4%
Serious problems	45.5%	51.3%



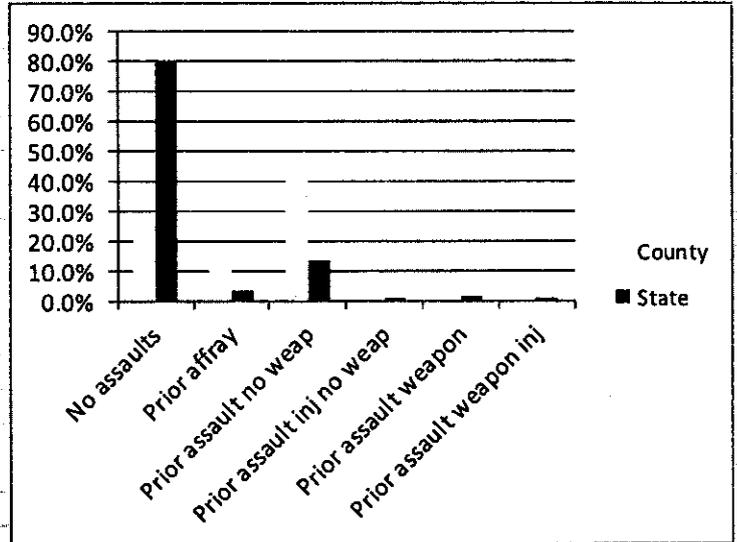
Parental Supvs	County	State
Willing/Able to spvs	90.9%	84.6%
Willing/Unable	9.1%	13.7%
Unwilling/Unable	0.0%	1.7%



Prior Runaways	County	State
No prior runaway	72.7%	83.5%
Prior runaway	27.3%	16.5%



Prior Assault	County	State
No assaults	27.3%	79.9%
Prior affray	18.2%	3.3%
Prior assault no w eap	45.5%	13.7%
Prior assault inj no weap	9.1%	1.0%
Prior assault weapon	0.0%	1.9%
Prior assault weapon inj	0.0%	0.30%

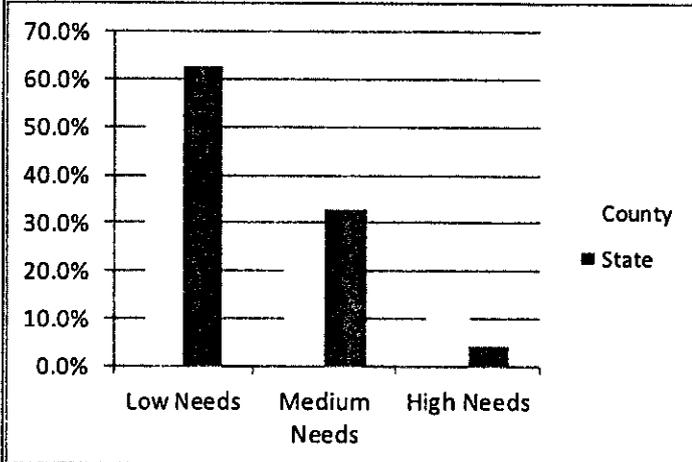


NEEDS COMPARISON DATA 18-19

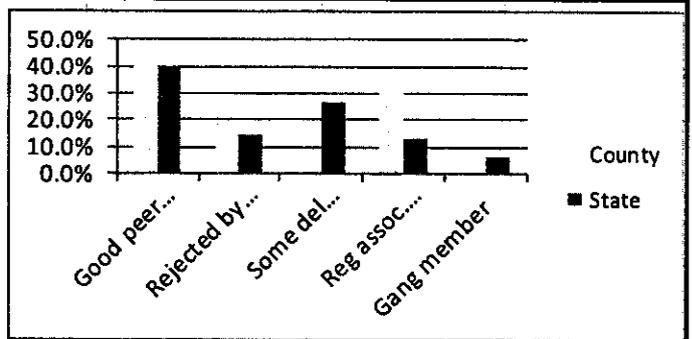
JONES County 11 Assessments

(Individual Characteristics)

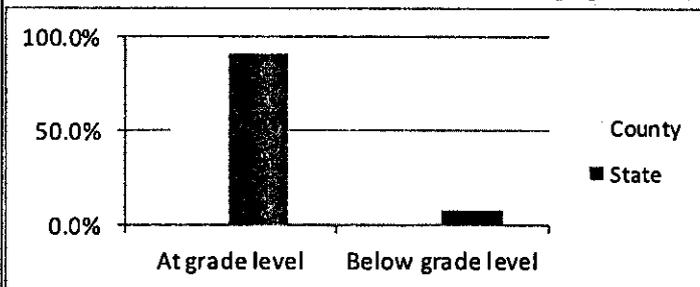
Overall Needs	County	State
Low Needs	54.5%	62.9%
Medium Needs	27.3%	32.8%
High Needs	18.2%	4.3%



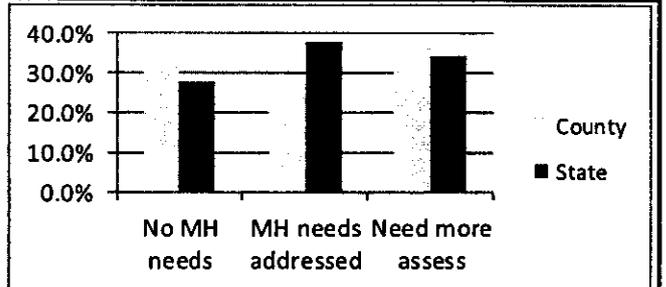
Peers	County	State
Good peer support	45.5%	39.2%
Rejected by peers	18.2%	14.5%
Some del peers	0.0%	26.8%
Reg assoc. w/ dels	36.4%	13.3%
Gang member	0.0%	6.2%



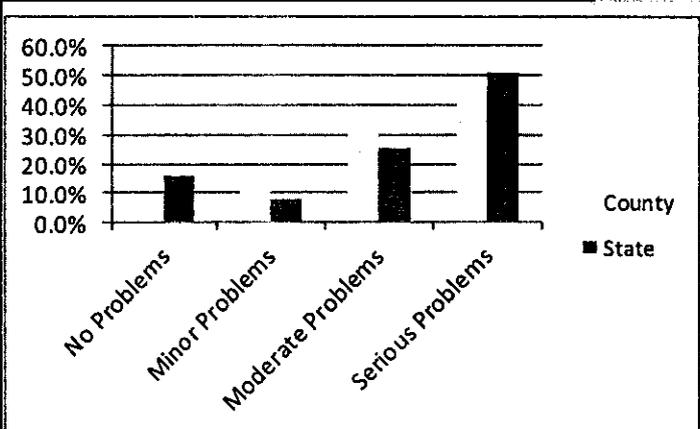
Academic Function	County	State
At grade level	90.9%	91.4%
Below grade level	9.1%	8.6%



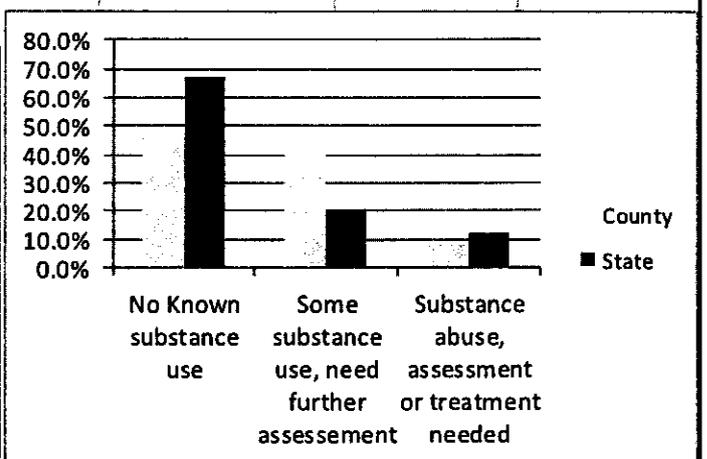
Mental Health	County	State
No MH needs	36.4%	27.7%
MH needs addressed	27.3%	37.8%
Need more assess	36.4%	34.4%



School Behavior	County	State
No Problems	0.0%	15.7%
Minor Problems	18.2%	7.9%
Moderate Problems	36.4%	25.2%
Serious Problems	45.5%	51.2%

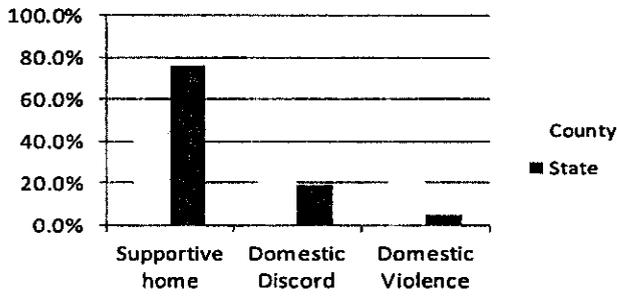


Alcohol/SA	County	State
No Known substance use	45.5%	67.3%
Some substance use, need further assessment	45.5%	20.4%
Substance abuse, need assessment or treatment	9.1%	12.3%

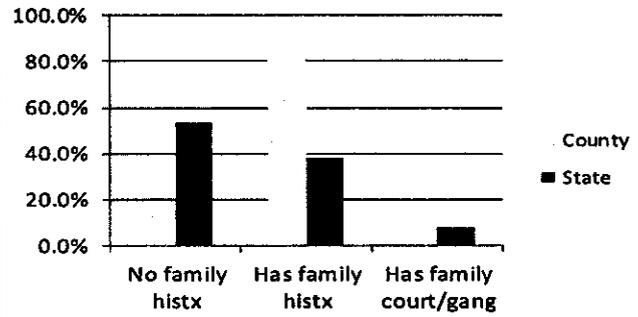


(Family Characteristics)

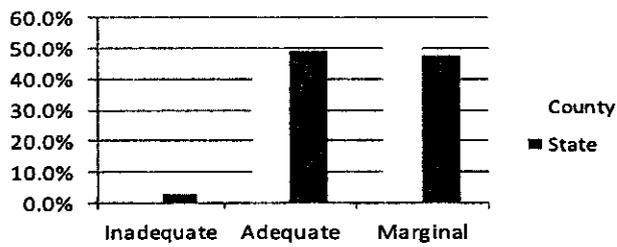
Domestic Discord	County	State
Supportive home	45.5%	76.3%
Domestic Discord	27.3%	19.0%
Domestic Violence	27.3%	4.6%



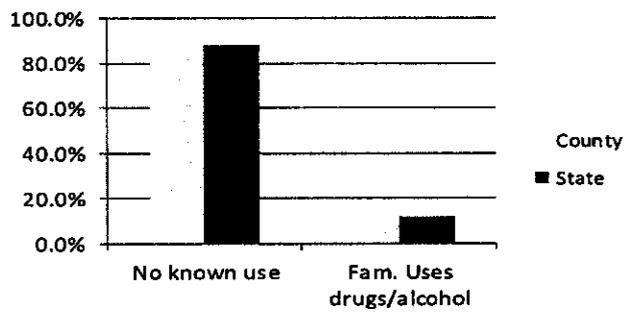
Family Criminality	County	State
No family histx	18.2%	53.7%
Has family histx	81.8%	38.1%
Has family court/gang	0.0%	8.3%



Parenting Skills	County	State
Inadequate	0.0%	3.0%
Adequate	45.5%	49.5%
Marginal	54.5%	47.5%

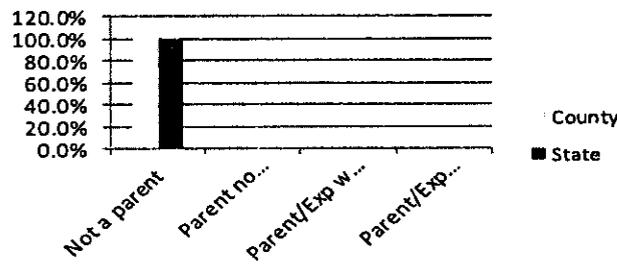


Fam SA/Alcohol Use	County	State
No known use	90.9%	88.3%
Fam. Uses drugs/alcohol	9.1%	11.7%

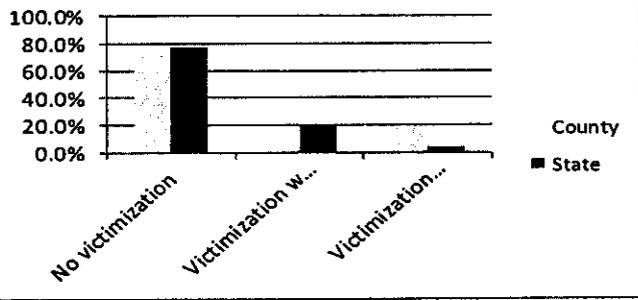


(Other less dynamic indicators)

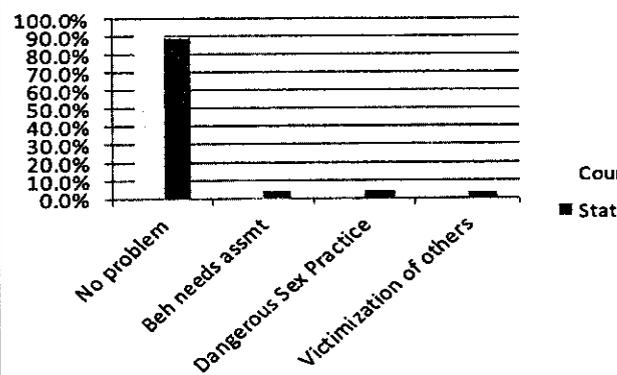
Juv Parental Status	County	State
Not a parent	100.0%	98.9%
Parent no custody	0.0%	0.2%
Parent/Exp w support	0.0%	0.8%
Parent/Exp w o support	0.0%	0.1%



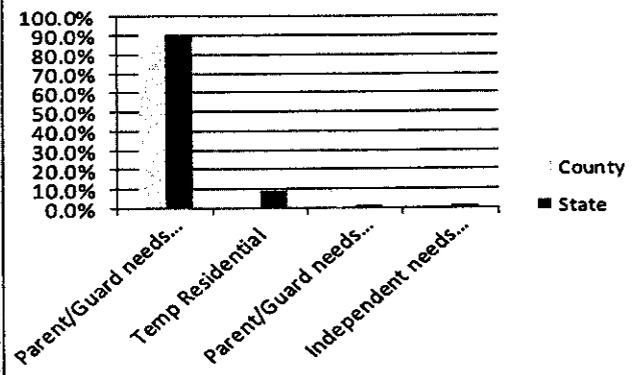
Victimization	County	State
No victimization	72.7%	77.1%
Victimization w sup	9.1%	19.2%
Victimization w o suppo	18.2%	3.7%



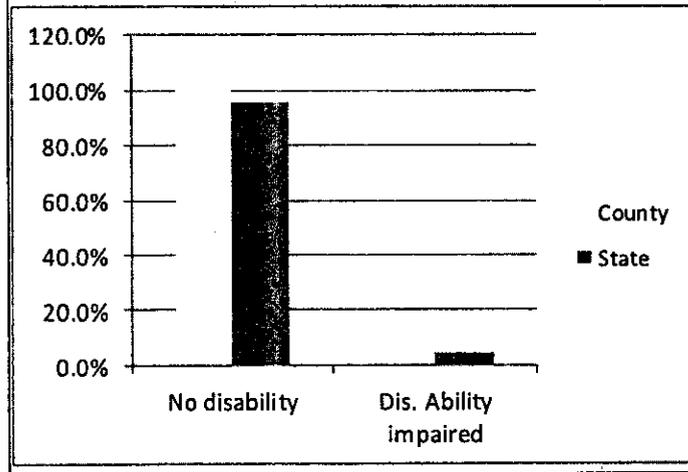
Problem Sexual Beh	County	State
No problem	90.9%	88.8%
Beh needs assmt	9.1%	4.0%
Dangerous Sex Practice	0.0%	4.0%
Victimization of others	0.0%	3.2%



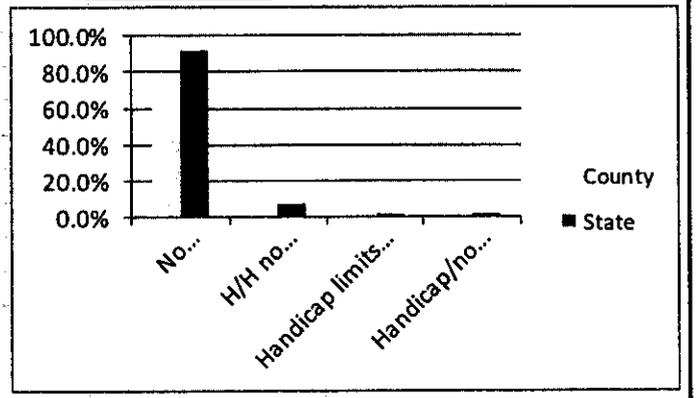
Living Arrangemt	County	State
Parent/Guard needs met	90.9%	90.5%
Temp Residential	0.0%	8.8%
Parent/Guard needs not met	9.1%	0.3%
Independent needs not met	0.0%	0.4%



Par/Guar Disability	County	State
No disability	100.0%	95.5%
Dis. Ability impaired	0.0%	4.5%



Health/Hygiene	County	State
No health/hygiene prob	72.7%	91.7%
H/H no impairment	9.1%	7.4%
Handicap limits funct	9.1%	0.5%
Handicap/no treatx	9.1%	0.5%



Jones County

Resource Continuum - At a Glance

Instructions: Adjust arrows to cover target populations

 JCPC funded
 DJJ Funded/Contractual

Comprehensive Strategy

Prevention

Graduated Sanctions

Target Populations

Program Services & Structures Categories	Available Programs/Services	All Youth	Youth at Greatest Risk	Pre-Adjudicated Youth	Delinquent-Level I / Prot. Supervision	Delinquent-Level II Youth	Delinquent-Level III Youth	Post Release Youth
Structured Activities	MCEC Building Peace -Interpersonal Skill Building							
	4-H Cooperative Extension Girl & Boy Scouts of America Triple P Easter Seals Recreation Department							
Restorative Services	Restitution/Community Service							
Community Day Programming								
Assessment Services	Juvenile Justice/Substance Abuse/Mental Health Partnership Crisis Assessment & Placement - DJJ residential (30day) Mobile Crisis							
Clinical Treatment	Family Connections Counseling							
	AMI - Functional Family Therapy Substance Abuse Services RHA Integrated Family Services Pamlico Child & Family Promise Place Juvenile Justice/Substance Abuse/Mental Health Partnership - Multi-syst. Therapy							
Residential	Open House							
	Craven/North Hills Transitional Living							
	Juvenile Multi Purpose Homes							
	WestCare - Females only							
	Eckerd Residential - Males Tarheel Challenge							

Program Funded	Rationale for Funding Recommendation (Check all that apply)
Family Connections - Family Counseling, Restitution, and Building Peace in Schools	<input checked="" type="checkbox"/> Meets funding priority <input checked="" type="checkbox"/> Compatible with research <input checked="" type="checkbox"/> Cost efficient <input checked="" type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input checked="" type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input checked="" type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available
	<input type="checkbox"/> Meets funding priority <input type="checkbox"/> Compatible with research <input type="checkbox"/> Cost efficient <input type="checkbox"/> Addresses reductions of complaints, violations of supervision & convictions <input type="checkbox"/> Has evaluation component <input type="checkbox"/> Addresses parental accountability <input checked="" type="checkbox"/> Addresses use of alcohol/controlled substances <input type="checkbox"/> Addresses restitution to victims <input type="checkbox"/> Addresses gang participation <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Would increase funding to this service if funds were available

Program Not Funded	Reason for Not Funding (Check all that apply)
No other applicants	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other
	<input type="checkbox"/> Lack of funding, addresses priority need and would fund if resources allowed <input type="checkbox"/> Does not meet funding priority <input type="checkbox"/> Not compatible with research <input type="checkbox"/> Lesser quality than another program funded of it's type <input type="checkbox"/> Greater cost than program of same type and quality <input type="checkbox"/> Other <input type="checkbox"/> Other

Jones County Plan Addendum: "Raise the Age" Priorities

The Jones County Juvenile Crime Prevention Council (JCPC) seeks to maximize available allocation funding by addressing the priorities of the Raise the Age legislation in the areas of targeted intervention programming for 16-17 year old offenders in the juvenile justice system by seeking to do the following (check all that apply):

- Increase the capacity of existing programming to address additional 16-17 year olds entering and/or being retained in the juvenile justice system;
- Provide funding for new programming to 16-17 year olds via additional components in existing programs or newly funded programs
- Seek collaboration from surrounding counties to provide funding for multi-county programming focusing on 16-17 year olds in a district or region.

"Raise the Age" program priorities include:

<input type="checkbox"/> Mentoring Services	<input type="checkbox"/> Restitution/Community Service	<input type="checkbox"/> Sexual Offender Treatment
<input type="checkbox"/> Parent/Family Skill Building	<input checked="" type="checkbox"/> Teen Court	<input type="checkbox"/> Group Home
<input type="checkbox"/> Interpersonal Skill Building	<input type="checkbox"/> Psychological Assessments	<input type="checkbox"/> Temporary Shelter
<input type="checkbox"/> Vocational Skills	<input type="checkbox"/> Counseling	<input type="checkbox"/> Runaway Shelter
<input type="checkbox"/> Experiential Skills	<input type="checkbox"/> Home Based Family Counseling	<input type="checkbox"/> Specialized Foster Care
<input type="checkbox"/> Tutoring/Academic Enhancement	<input type="checkbox"/> Crisis Counseling	<input type="checkbox"/> Temporary Foster Care
<input checked="" type="checkbox"/> Mediation	<input type="checkbox"/> Substance Abuse Treatment	<input type="checkbox"/> Juvenile Structured Day

Tier I Planning: Data reviewed by the JCPC as well as a county Resource Assessment focusing on the full range of juvenile jurisdiction proposed by Raise the Age indicates the following gaps that the additional programs indicated above will seek to address: Having access to mediation as referred by DJJ, and having the ability to access Teen Court in an adjacent county has been a priority. Also, making Sexual Offender treatment/assessment programming available to DJJ has also been prioritized by the JCPC.

Tier II Planning for FY 2020-21 included priority service needs and RFP development based on the current Jones County allocation of \$98,533.

Priorities for Expansion Funding: While conducting an additional needs assessment specifically related to the focus service expansion to meet the RtA legislation, the following service needs and cost associated with those services have been identified:

Program Funding Priorities	Program Expansion Focus
Mediation & Teen Court access	Ensuring availability of Teen Court & Mediation by accessing programs in adjacent counties.
Sexual Offender Assessment/Treatment	Ensure access to assessment/treatment for DJJ referrals.

BOARD OF COMMISSIONERS



Frank Emory, Chairman
Charlie Dunn, Jr., Vice- Chairman
Michael Haddock, Commissioner
Sondra Ipock Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Gray, Commissioner

Jones County

RESOLUTION ADOPTING THE NEUSE RIVER BASIN REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the County of Jones is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the County and participating municipal jurisdictions desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the Jones County Board of Commissioners to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the Jones County Board of Commissioners to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the County of Jones; and

WHEREAS, the County of Jones actively participated in the planning process for the Neuse River Basin Regional Hazard Mitigation Plan and has prepared a regional hazard mitigation plan update with input from the appropriate local and state officials; and

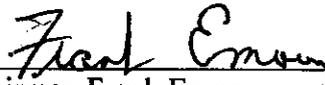
WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency have reviewed the Neuse River Basin Regional Hazard Mitigation Plan for legislative compliance and have approved the plan pending the completion of local adoption procedures;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Jones County hereby:

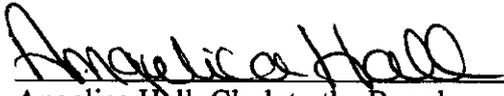
1. Adopts the Neuse River Basin Regional Hazard Mitigation Plan; and
2. Vests the County Manager with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
3. Appoints the County Manager to assure that, in cooperation with the other participating jurisdictions, the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Jones County Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2020 Neuse River Basin Regional Hazard Mitigation Plan.

Adopted this 18th day of May, 2020.


Chairman Frank Emory

ATTEST:


Angelica Hall Clerk to the Board



FLOOD DAMAGE PREVENTION ORDINANCE**Non-Coastal Regular Phase**

ARTICLE 1.	2		
SECTION A.		STATUTORY AUTHORIZATION.	3
SECTION B.		FINDINGS OF FACT.	3
SECTION C.		STATEMENT OF PURPOSE.	3
SECTION D.		OBJECTIVES.	3
ARTICLE 2.	4		
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JONES COUNTY FLOOD DAMAGE PREVENTION ORDINANCE

Non-Coastal Regular Phase

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D (Effective January 1, 2021) of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Jones County, North Carolina, does ordain as follows:

SECTION B. FINDINGS OF FACT.

- (1) The flood prone areas within the jurisdiction of Jones County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the

general public;

- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”.

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Design Flood” See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” mean any building and/or structure for which the “start of construction” commenced before the community entered the NFIP, dated 8/16/1988.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before the initial effective date of the floodplain management regulations adopted by the community, dated January 6, 1975.

“Flood” or **“Flooding”** means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; and/or
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and available from the FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirements of the National Flood Insurance Program.

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;

- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a "Certified Local Government (CLG) Program"; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a "Certified Local Government (CLG) Program."

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

"Letter of Map Change (LOMC)" means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

"Light Duty Truck" means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

"Lowest Adjacent Grade (LAG)" means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

"Lowest Floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building's lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map Repository" means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of

digital flood hazard data products carry the same authority as hard copy products. Therefore, the NCEM's Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the FloodNC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

"Market Value" means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

"New Construction" means structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

"Non-Conversion Agreement" means a document stating that the owner will not convert or alter what has been constructed and approved. Violation of the agreement is considered a violation of the ordinance and, therefore, subject to the same enforcement procedures and penalties. The agreement must be filed with the recorded deed for the property. The agreement must show the clerk's or recorder's stamps and/or notations that the filing has been completed.

"Non-Encroachment Area (NEA)" means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

"Post-FIRM" means construction or other development for which the "start of construction" occurred on or after 8/16/1988 of community's first FIRM, the effective date of the initial Flood Insurance Rate Map.

"Pre-FIRM" means construction or other development for which the "start of construction" occurred before 8/16/1988 of the community's first FIRM, the effective date of the initial Flood Insurance Rate Map.

"Principally Above Ground" means that at least 51% of the actual cash value of the structure is above ground.

"Public Safety" and/or "Nuisance" means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

"Recreational Vehicle (RV)" means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

For the purpose of this ordinance, "Tiny Homes/Houses" and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures

"Reference Level" is the top of the lowest floor for structures within Special Flood Hazard Areas designated as Zones A, AE, AH, AO, A99. The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within Special Flood Hazard Areas designated as Zone VE.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE *plus* a (4) feet minimum freeboard. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least (4) feet above the highest adjacent grade.

"Remedy a Violation" means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial

exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a)(35).

“Solid Waste Disposal Site” means, as defined in NCGS 130A-290(a)(36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Special Flood Hazard Area (SFHA)” means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”.

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any ten-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood

hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction of Jones County.

SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated June 19th, 2020 for Jones County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance, and all revisions thereto after January 1, 2021. Future revisions to the FIS and DFIRM panels that do not change flood hazard data within the jurisdictional authority of Community Name are also adopted by reference and declared a part of this ordinance. Subsequent Letter of Map Revisions (LOMRs) and/or Physical Map Revisions (PMRs) shall be adopted within 3 months.

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

SECTION D. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Jones County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION H. PENALTIES FOR VIOLATION.

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Jones County from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.

The County Building Inspector or designee, hereinafter referred to as the "Floodplain Administrator", is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community's overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.

- (1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
 - (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;
 - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;
 - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;

- (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;
 - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
 - (vii) The certification of the plot plan by a registered land surveyor or professional engineer.
- (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - (i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
 - (ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and
 - (iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
 - (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
 - (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
 - (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
 - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
 - (e) Usage details of any enclosed areas below the lowest floor.
 - (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
 - (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
 - (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.
 - (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- (2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:
- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
 - (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data

specified in Article 3, Section B.

- (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
- (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
- (e) All certification submittal requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Article 5, Section F have been met.
- (g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.
- (h) Limitations of below BFE enclosure uses (if applicable). (i.e., parking, building access and limited storage only).
- (i) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) Certification Requirements.

(a) Elevation Certificates

- (i) An Elevation Certificate (FEMA Form 086-0-33) is required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to the beginning of construction. Failure to submit the certification or failure to make required corrections shall be cause to deny a floodplain development permit

(ii)

A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in

accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificates shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.

(c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).

(d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.

(e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:

(i) Recreational Vehicles meeting requirements of Article 5, Section B(6)(a);

(ii) Temporary Structures meeting requirements of Article 5, Section B(7); and

(iii) Accessory Structures that are Insert square foot 150 square feet or less or \$5,000.00 or less and meeting requirements of Article 5, Section B(8).

(4) **Determinations for existing buildings and structures.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B(3).
- (7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Article 4, Section B(3).
- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B(3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B(3) and Article 5, Section B(2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Article 5, Section D(2)(c), in order to administer the provisions of this ordinance.
- (12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.
- (13) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.
- (14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work

is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (17) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (18) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (19) Follow through with corrective procedures of Article 4, Section D.
- (20) Review, provide input, and make recommendations for variance requests.
- (21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.
- (22) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

SECTION D. CORRECTIVE PROCEDURES.

- (1) Violations to be corrected: When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 - (a) That the building or property is in violation of the floodplain management regulations;
 - (b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
 - (c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than least Insert Calendar Days (One-hundred-eighty

(180) calendar days or less is recommended) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.

- (4) **Appeal:** Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) **Failure to Comply with Order:** If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

SECTION E. VARIANCE PROCEDURES.

- (1) The Jones County Planning Board as established by Jones County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
 - (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:
 - (a) The danger that materials may be swept onto other lands to the injury of others;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (d) The importance of the services provided by the proposed facility to the community;
 - (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;
 - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (g) The compatibility of the proposed use with existing and anticipated development;

- (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
- (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
 - (b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
 - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (d) Variances shall only be issued prior to development permit approval.
 - (e) Variances shall only be issued upon:
 - (i) A showing of good and sufficient cause;
 - (ii) A determination that failure to grant the variance would result in exceptional hardship; and
 - (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
- (a) The use serves a critical need in the community.
 - (b) No feasible location exists for the use outside the Special Flood Hazard Area.

- (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
- (d) The use complies with all other applicable federal, state and local laws.
- (e) Jones County has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all Special Flood Hazard Areas, the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, Flood Damage-Resistant Materials Requirements.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.
 - (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
 - (b) Replacements that are for maintenance and not part of a substantial improvement, may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.
- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section E(10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of

Article 4, Section B(3).

- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

SECTION B. SPECIFIC STANDARDS.

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

- (1) **Residential Construction.** New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
- (2) **Non-Residential Construction.** New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section G(2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B(3), along with the operational plan and the inspection and maintenance plan.
- (3) **Manufactured Homes.**
 - (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
 - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.
 - (c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).

- (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.
- (4) **Elevated Buildings.** Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor:
- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
 - (b) Shall not be temperature-controlled or conditioned;
 - (c) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
 - (d) Shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - (i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 - (ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - (iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - (iv) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
 - (v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - (vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
 - (e) Property owners shall be required to execute and record a non-conversion agreement prior to issuance of a building permit declaring that the area below the lowest floor shall not be improved, finished or otherwise converted to habitable space; Jones County will have the right to inspect the enclosed area. Community Name will conduct annual inspections. This agreement shall be recorded with the Jones County Register of Deeds and shall transfer with the property in perpetuity.
 - (f) Release of restrictive covenant. If a property which is bound by a non-conversion agreement is modified to remove enclosed areas below BFE, then the owner may request release of restrictive covenant after staff inspection and submittal of confirming documentation.
- (5) **Additions/Improvements.**
- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood

damages and must not be any more non-conforming than the existing structure.

- (ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway, both the existing structure and the addition must comply with the standards for new construction.
 - (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall, shall require only the addition to comply with the standards for new construction.
 - (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - (i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
 - (ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
 - (d) Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a (10) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started must comply with the standards for new construction. For each building or structure, the (10) year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this ordinance. Substantial damage also means flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:
 - (i) Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions.
 - (ii) Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (6) Recreational Vehicles. Recreational vehicles shall either:
- (a) Temporary Placement
 - (i) Be on site for fewer than 180 consecutive days; or
 - (ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)
 - (b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.
- (7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:
- (a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

- (b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;
 - (c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);
 - (d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
 - (e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.
- (8) **Accessory Structures.** When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);
 - (b) Accessory structures shall not be temperature-controlled;
 - (c) Accessory structures shall be designed to have low flood damage potential;
 - (d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (e) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A(1);
 - (f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A(4); and
 - (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than Insert square foot 150 or that is a minimal investment of \$5,000.00 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B(3).

- (9) **Tanks.** When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
- (a) **Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
 - (b) **Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
 - (c) **Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section B (2) of this ordinance shall be permitted in flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
 - (d) **Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

- (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (d) Commercial storage facilities are not considered "limited storage" as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

SECTION C. RESERVED.

SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.
 - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.
 - (c) All subdivisions, manufactured home parks and other development proposals shall provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.

- (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
 - (b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- (2) If Article 5, Section F(1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (3) Manufactured homes may be permitted provided the following provisions are met:
 - (a) The anchoring and the elevation standards of Article 5, Section B(3); and
 - (b) The encroachment standards of Article 5, Section F(1).

SECTION G. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of (4) feet, above the highest adjacent grade; or at least (4) feet above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section G(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(3) and Article 5, Section B(2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

SECTION H. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

ARTICLE 6. LEGAL STATUS PROVISIONS.

SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted January 6, 1975 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of Jones County enacted on January 6, 1975 as amended, which are not reenacted herein are repealed.

SECTION B. EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

SECTION C. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION D. EFFECTIVE DATE.

This ordinance shall become effective June 19, 2020.

Home and Community Care Block Grant for Older Adults

DAAS-731 (Rev. 2/16)

County Funding Plan

County Jones

July 1, 2020 through June 30, 2021

County Services Summary

Services	A				B	C	D	E	F	G	H	I
	Access	Block Grant Funding		Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
Congregate Nutrition			76621		8469	85090	8718	93808	14422	7.3188	75	11624
Home Delivered Meals	46930				5160	52090	7275	59365	9700	5.7938	40	9700
In Home Aid Level II	11502				1278	12780		12780	838	15.2503	7	838
In Home Aid Level III	7233				804	8037		8037	527	15.2505	5	527
Senior Companion	6972				775	7747		7747	1458	5.3134	4	1458
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
					0	0		0				
Total	0	72637	76621		149258	16584	15993	181737	26945		131	24147



 Signature, Chairman, Board of Commissioners

5/18/20

 Date

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Jones County DSS
County: JONES
Budget Period: July 2020 through June 2021

	Grand Total	Service				
		Congregate Nutrition 180	Home Delivered Meals 020	In-Home Aide-Level II - Personal Care 042	In-Home Aide-Level III - Personal Care 045	0 N/A
I. Projected Revenues						
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 141,393	\$ 76,221	\$ 46,437	\$ 11,502	\$ 7,233	\$ -
Required Minimum Match - Cash						
1)	\$ -					
2)	\$ -					
3)	\$ -					
Total Required Minimum Match - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - In-Kind						
1) Administrative Indirect DSS 787 - 325	\$ 15,711	\$ 8,469	\$ 5,160	\$ 1,278	\$ 804	\$ -
2)	\$ -					\$ -
3)	\$ -					
Total Required Minimum Match - In-Kind	\$ 15,711	\$ 8,469	\$ 5,160	\$ 1,278	\$ 804	\$ -
B. Total Required Minimum Match (cash + in-kind)	\$ 15,711	\$ 8,469	\$ 5,160	\$ 1,278	\$ 804	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 157,104	\$ 84,690	\$ 51,597	\$ 12,780	\$ 8,037	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ 15,993	\$ 8,718	\$ 7,275	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -					
Local Cash, Non-Match						
1)	\$ -					
2)	\$ -					
3)	\$ -					
4)	\$ -					
F. Subtotal, Local Cash, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues, Non-Match						
1)	\$ -	\$ -	\$ -			
2)	\$ -	\$ -				
3)	\$ -					
G. Subtotal, Other Revenues, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources (Includes Volunteer Resources)						
1) Administrative Indirect DSS 787	\$ -	\$ -	\$ -			
2)	\$ -					
3)	\$ -					
H. Subtotal, Local In-kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

6)	\$ -							
7)	\$ -							
8)	\$ -							
F. Subtotal, General Operating Expenses	\$ 142,754	\$ -	\$ 68,372	\$ 53,565	\$ 12,780	\$ 8,037	\$ -	
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	\$ -							
H. Total Proj. Expenses Prior to Admin. Distribution	\$ 174,597	\$ -	\$ 94,908	\$ 58,872	\$ 12,780	\$ 8,037	\$ -	
I. Distribution of Administrative Cost	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
J. Total Proj. Expenses After Admin. Distribution	\$ 174,597		\$ 94,908	\$ 58,872	\$ 12,780	\$ 8,037	\$ -	

III. Computation of Rates	Grand Total	Service Congregate Nutrition		Service Home Delivered Meals		Service Home Aide-Level II - Personal Care		Service Home Aide-Level III - Personal Care		Service 0	
		180		020		042		045		0	#N/A
A. Computation of Unit Cost Rate:											
1. Total Expenses (equals line II.J)	\$ 174,597	\$ 94,908	\$ 58,872	\$ 12,780	\$ 8,037	\$ -					
2. Total Projected Units		11,624	9,700	838	527						
3. Total Unit Cost Rate		\$ 8.1648	\$ 6.0693	\$ 15.2506	\$ 15.2505	\$ -					
B. Computation of Reimbursement Rate:											
1. Total Revenues (equals line I.J)	\$ 174,597	\$ 94,908	\$ 58,872	\$ 12,780	\$ 8,037	\$ -					
2. Less: NSIP (equals line I.D)	\$ 15,993	\$ 8,718	\$ 7,275	\$ -	\$ -	\$ -					
Title V (equals line I.E less II.D)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Non Match In-Kind (equals line I.H less II.C)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
3. Revenues Subject to Unit Reimbursement	\$ 158,504	\$ 86,190	\$ 51,597	\$ 12,780	\$ 8,037	\$ -					
4. Total Projected Units (equals line III.A.2)		11,624	9,700	838	527						
5. Total Reimbursement Rate		\$ 7.4148	\$ 5.3193	\$ 15.2506	\$ 15.2505	\$ -					
C. Units Reimbursed Through HCCBG		11,422	9,700	838	527						
D. Units Reimbursed Through Program Income*		202	-	-	-						
E. Units Reimbursed Through Remaining Revenues		-	-	-	-						
F. Total Units Reimbursed/Total Projected Units		11,624	9,700	838	627						

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.
Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Shirley Adams
Authorized Signature

Interim Director
Title

5/12/2020
Date

Information on this form (DAAS-732A) corresponds with

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: _____ Jones County DSS _____

Name of Agency Administrator: _____ Jessica Adams, Interim Director _____

Signature: _____ *Jessica Adams* _____

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

July 2020 through June 2021

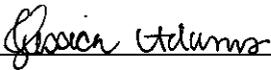
Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

 Jones County DSS agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan;
 - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
 - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdshs.gov/aging/monitor/mpolky.htm>.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) Client intake/registration;
 - c) Client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M.0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)

5/12/2020

(Date)

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults

Outreach Methodology

July 1, 2020 through June 30, 2021

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider Jones County Department of Social Services

County

Jones

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Jones County is a small rural county located in Eastern North Carolina. The County is home to approximately 10,153 people with 17% of the population being over 65 years of age. The per capita income is \$20,066. Making it one of the lowest in the state of North Carolina.

Jones County Department of Social Services provides In-Home aide Level II and Level III Services to clients within Jones County. As part of the provisions in the In-Home Aide Level II & III services, Jones County Department of Social Services will abide by the standards established by the North Carolina Division of Adult and Aging Services and the Area Agency on Aging.

Jones County Department of Social Services will provide In-Home Aide Level II & III services to low-income minority elderly as well as other elderly clients aged 60 and over in Jones County. In-Home Aide Level II & III services means the provision of care for persons aged 60 and over. These services will include assistance to the person by performing care or home management tasks which are essential to the activities of daily living and keeping the elderly client in their home. Basic daily living (ADL's) activities include: meal preparation, laundering, and reading, writing, and going to necessary activities. This service assists the primary caregivers who require respite care for their

loved ones who are not able to stay at home by themselves for an extended period of time.

In-Home Level II & III Aide assessments and plan of care are completed by Jones County Department of Social services to determine the needs for the individual, the level of care needed, what ADL's and IADL's are needed, and how many hours are needed per week for the individual.

In-Home Level II & III Aide will be contracted with a home health agency. Jones County Department of Social Services will work closely with the contracted agency to ensure the clients' needs are being met, monitor the contract by communication with the contract services, make frequent visits with the clients and caretakers to ensure their services are being met and performed as stated in their plan of care, and conduct in-home visits, while the aide is present. Other tasks Jones County Department of Social Services will be responsible for are ensuring the contract agency completes the In-Home Aide Competency Test and forms for all employed aides, review the daily work performance log with the plan of care to ensure clients are receiving the number of hours stated within the plan of care, the scheduled times the aides are required to work, and the assigned duties the aide is required to complete. If there are any discrepancies noted, Jones County Department of Social Services will ensure these discrepancies will be corrected immediately so clients' needs will continue to be met.

Jones County Department of Social Services put in to place a feedback form for clients who use In-Home Aide services to address issues or concerns they may be experiencing. This form will be sent out twice a year to those clients receiving In-Home Aide services. Any issues or concerns will be addressed by Jones County Department of Social Services.

In addition to In-Home care, Jones County provides additional services to seniors which include a senior services center in Trenton and two nutrition sites in Pollocksville and Comfort, both outlying areas of the county. The Trenton site operates five days a week, Monday through Friday and the ancillary sites currently operate three days per week, Monday, Wednesday and Fridays. All three site provide nutritional meals which are catered by a contracted provider. Seniors who participate in congregate meals are required to register for meal services.

For seniors residing in Jones County who are home-bound, Meals on Wheels are available. These meal are delivered on Mondays and Tuesdays in Trenton, Pollocksville, Comfort and Maysville. There is currently an active waiting list for those seniors who would like to receive home delivered meals.

Each site in Jones County also offers seniors a place to congregate for social interaction. Each site gives seniors an opportunity to engage in organized exercise classes, games, storytelling, informational seminars and in-services that help keep them informed on topics necessary to keep them safe and healthy. Any senior can participate at any of the sites in the county on a drop-in basis.

Seniors are able to provide feedback on the congregate and home delivered meals they receive through a customer service satisfaction survey. This survey also provides them with an opportunity to express their desire or needs for additional services they would be interested in receiving. This is distributed twice yearly to participating seniors.

Jones County DSS

418 NC Hwy 58N

Trenton, NC 28585

Home and Community Care Block Grant for Older Adults

County Funding Plan

Provider Services Summary

DAAS-732

County: JONES

Budget Period: July 2020 through June 2021

Revision #: Original Date: 5/21/2020

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding			Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units	
			Access	In-Home	Other									Total
Congregate Nutrition	X		\$ -	\$ -	\$ 76,221	\$ 76,221	\$ 8,469	\$ 84,690	\$ 8,718	\$ 93,408	11,422	\$ 7.4148	56	11,624
Home Delivered Meals	X		\$ -	\$ 46,437	\$ -	\$ 46,437	\$ 5,160	\$ 51,597	\$ 7,275	\$ 58,872	9,700	\$ 5.3193	39	9,700
In-Home Aide-Level II - Personal Care		X	\$ -	\$ 11,502	\$ -	\$ 11,502	\$ 1,278	\$ 12,780	\$ -	\$ 12,780	838	\$ 15.2506	5	838
In-Home Aide-Level III - Personal Care		X	\$ -	\$ 7,233	\$ -	\$ 7,233	\$ 804	\$ 8,037	\$ -	\$ 8,037	527	\$ 15.2505	5	527
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
Total			\$ -	\$ 65,172	\$ 76,221	\$ 141,393	\$ 15,711	\$ 157,104	\$ 15,993	\$ 173,097	22,487		105	22,689

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

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

Christina Adams 5/12/2020
Authorized Signature, Title
Community Service Provider Date

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Coastal Community Action Inc
 PO Box 729
 Newport NC 28570

County Funding Plan

Provider Services Summary

DAAS-732

County: JONES

Budget Period: July 2020 through June 2021

Revision #: Date:

Services	Serv. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Senior Companion			\$ -	\$ 6,972	\$ -	\$ 6,972	\$ 775	\$ 7,747	\$ -	\$ 7,747	1,458	\$ 5.3134	4	1,458
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ -	\$ 6,972	\$ -	\$ 6,972	\$ 775	\$ 7,747	\$ -	\$ 7,747	1,458	\$ 5.3134	4	1,458

*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate

	ADC	ADHC
Daily Care	\$33.07	\$ 40.00
Administrative		
Proj. Reimbursement Rate	\$33.07	\$ 40.00
Administrative %	0.00%	0.00%

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

[Signature]
 Authorized Signature, Title
 Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

DAAS-733
(Rev. 2/19)

**Home and Community Care Block Grant for Older Adults
Outreach Methodology**

July 2020 through June 2021

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Coastal Community Action Inc

County: JONES

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Coastal Community Action provides multiple services in Jones County addressing the needs of low income families, elderly, caregivers and the disabled population. Coastal Community Action will make necessary efforts to ensure these individuals are represented proportionately in terms of the services offered through programs funded through HCCBG funding. Flyer and brochures are made available at nutrition site/ senior centers and with Adult Services staff with Jones County. Coastal Community Action keeps the Aging Planning Board up to date on service availability and encourages the Board to share available services through out the county. Senior Companion Volunteer recruitment is on-going. The Senior Companion Volunteers and client served are one of the best resources in getting the word out in the county.

July 2020 through June 2021

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Coastal Community Action Inc agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan;
 - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
 - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdhs.gov/aging/monitor/mpolicy.htm>.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) Client intake/registration;
 - c) Client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)

(Date)

**Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

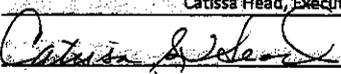
Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Coastal Community Action Inc

Name of Agency Administrator: Catissa Head, Executive Director

Signature: 

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client of the program.
 2. You have the right to appropriate and professional care relating to your needs.
 3. You have the right to be fully informed in advance about the care to be provided by the program.
 4. You have the right to be fully informed in advance of any changes in the care that you are receiving and to give informed consent to the provision of the amended care.
 5. You have the right to participate in determining the care that you will receive and in all aspects of the care as your needs change.
 6. You have the right to voice your grievances with respect to care that is provided and there will be no reprisal for the grievance expressed.
 7. You have the right to expect that the information you share with the agency will be held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
 8. You have the right to expect the preservation of your privacy and respect for your personal information.
 9. You have the right to receive a timely response to your request for service.
 10. You shall be admitted for service only if the agency has the ability to provide safe and appropriate professional care at the level of intensity needed.
 11. You have the right to be informed of agency policies, changes, and costs for services.
 12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
 13. You have the right to honest, accurate information regarding the industry, agency and program in particular.
 14. You have the right to be fully informed about other services provided by this agency.
-



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

EXHIBIT F

Emergency Management Performance Grant Program Supplemental (EMPG-S)

Fiscal Year 2020

CFDA#: 97.042

Grant#: EMA-2020-EP-00016

SUBAWARD NOTIFICATION

Ryan Mills
Jones County
418 NC Hwy58 North, Unit A
Trenton , NC 28585-9619

Period of Performance: January 27, 2020 to January 26, 2022
Project Title: Jones County EOC Communication
Total Amount of Award: \$12,695.45
MOA #: 2025052

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2020 Emergency Management Performance Grant Program Supplemental (EMPG-S) has been approved for funding. In accordance with the provisions of FY 2020 EMPG-S award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

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

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

For projects involving construction or the installation of equipment:

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

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

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



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

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



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

**Emergency Management Performance Grant - Supplemental
(EMPG-S)**

Fiscal Year 2020

CFDA #: 97.042

Grant #: EMA-2020-EP-00016

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Jones County
Tax ID/EIN #: 56-600312-01
Duns #: 135410871

MOA #: 2025052

Award amount: \$12,695.45

Period of performance:

January 27, 2020 to January 26, 2022

DPS fund code: 1500-801C-3HC0

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) EMPG COVID-19 Supplemental (EMPG-S) Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), may provide EMPG-S funding to the Subrecipient to fund projects related to public health and emergency management activities supporting the prevention of, preparation for, and response to the Coronavirus Disease 2019 (COVID19) public health emergency. For a more detailed description of the approved Scope of Work please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. No. 116-136, Div. B); (2) Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKMRA), as amended, (Pub. L. No 109-295) (6 U.S.C. § 762); (3) Title VI of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); (4) the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and (5) the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.). (6) the FY 2020 EMPG-S Notice of Funding Opportunity Announcement (NOFO) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §§143C-6-22 -23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall

be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

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

4. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of activities to support planning and operational readiness for COVID-19 preparedness and response; development of tools and strategies for prevention, preparedness, and response; and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- Complete any procurement and expenditures no later than January 26, 2022.
- Provide quarterly progress reports into WebEOC for NCEM Grants Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- Match Requirement: FY 2020 EMPG-S funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g. salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG-S cannot be matched to any other federal grants. The Subrecipient will identify to the Recipient the match source on their application for EMPG-S funds. Recipients of EMPG_S funding can review the FY 2020 EMPG-S program Notice Of Funding Opportunity(NOFO for additional guidance. The program guidance is available at <http://www.fema.gov/government/grant/index.shtm>. Contact your NC Emergency Management Area Coordinator for assistance.
- Upload all activity deliverables into WebEOC for review and approval for Optional activities.
- The county must have a full-time or part-time (at least 50%) Emergency Management Program Director.

B. File Retention:

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

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

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

- Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.
- Audit findings and corrective action plans
- Equipment inventory records with photo documentation of required inventory labeling

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

5. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2020 EMPG-S Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

6. Supplantation

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

7. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2020 EMPG-S NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

8. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with EMPG-S requirements.
- C. The Federal award date is January 27, 2020. The Recipient shall ensure that funds allocated for the performance of the work activities must be encumbered, work completed, and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by January 26, 2022.
- D. The Recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2020 EMPG-S Grant Program funds in accordance with the applicable DHS and EMPG-S NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and EMPG-S NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal

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

- C. Complete Optional work activities as identified in the FY 2020 EMPG-S Local Activity Directory which is a part of the FY 2020 EMPG-S application packet, incorporated by reference herein. Upload all completed activity deliverables into WebEOC for review and approval for Optional activities not later than January 26, 2022.
- D. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2020 EMPG-S NOFO announcement and Grant Award and Special Conditions documents.
- E. Complete the procurement(s) process not later than January 26, 2022
- F. Submit invoice(s), proof-of-payment, titles, licenses, registrations, and/or any documents pertaining to purchased equipment to NCEM Grants Management Branch.
- G. Provide a list at project completion phase to the area coordinator and/or Branch Manager of all items purchased through the grant.
- H. Comply with the applicable federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable EMPG-S NOFO announcement, Grant Award and Special Conditions documents.
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that EMPG-S funds are not used to support the hiring of any personnel for the purposes of law enforcement duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, North Carolina Department of Public Safety, North Carolina Emergency Management.”. Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security”.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand-receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with

backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

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

9. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2020 EMPG-S NOFO announcement, available at: www.fema.gov.

2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes

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

11. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person

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

12. Audit Requirements

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

13. State Property

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

14. Points of Contact

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

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

15. Public Records Access

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

16. Subcontracting

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

17. Situs

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

18. Antitrust Laws

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

19. Other Provisions/Severability

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

20. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2020 EMPG-S NOFO announcement.

21. Entire Agreement

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

22. Modification

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

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

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

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

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

24. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until January 26, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2020 EMPG-S NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

25. Scope of Work

The Subrecipient shall implement the EMPG-S Grant project summarized below and as described in the approved FY 2020 EMPG-S application. That Application is hereby incorporated by reference into this Agreement. The Recipient shall certify eligible costs according to the following:

A. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

B. Reports to be provided at the conclusion of work (if applicable):

- i. Quarterly project progress reports
- ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with EMPG
- iii. After-action report from Trainings or Exercises
- iv. Training course roster and description
- v. Any other documentation that would be pertinent
- vi. Any invoices detailing the expenses associated with the project

26. Lobbying Prohibition

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

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

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

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

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

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

32. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 27, 2020, . The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

33. Term of this Agreement

This agreement shall be in effect from January 27, 2020 to January 26, 2022

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 26, 2020

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

JONES COUNTY
418 NC HWY58 NORTH, UNIT A
TRENTON, NC 28585-9619

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

DocuSigned by:
BY: Franky J. Howard
4175BC4528F5438...

DocuSigned by:
BY: Brenda C. Rice
1A5770F4A6F6465...

APPROVED AS TO PROCEDURES:

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

BY: _____
TARA WILLIAMS-BROWN, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2020 EMERGENCY MANAGEMENT PREPAREDNESS GRANT COVID-19 SUPPLEMENTAL PROGRAM AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOA SHOULD NOT BE USED FOR OTHER MOAs FOR THE EMPG-S FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Emergency Management Performance Grant – COVID-19 Supplemental (EMPG-S) Application

Fiscal Year 2020

All fields are mandatory. Responses should be limited to the spaces allocated. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant <i>This is the agency applying for the grant.</i>			
Applying agency	Jones County Emergency Management		
Street address	794 Hwy 58 South		
City	Trenton	ZIP + 4	28585-7680
Email	rjones@jonescountync.gov		
EIN/Tax ID number	56-6000312		
DUNS number	095116935		
SAM registered	Yes	Expiration date	4/3/2021
Your name	Ryan Mills		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

Applying agency	The name of the agency applying for the grant.
Street address, City, ZIP + 4, Email	The phone, street address (not PO Box), city, nine-digit zip code, and email of the applying agency.
EIN/Tax ID number	The unique nine-digit identification number of the agency. Your Financial personnel should be able to provide this number.
DUNS number	The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number.
SAM registered	Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG-S monies. The URL is https://www.sam.gov/ .
Expiration date	The expiration date of the SAM account.
Is the agency applying as a nonprofit with 501(c)(3) status?	See https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations .
Your name	The name of the individual completing this application.

Point of contact

Point of contact <i>This is the focal point for any ongoing communications regarding the grant.</i>			
Name	Ryan Mills		
Agency	Jones County Emergency Services		
Title	EM Planner		
Phone (work)	252-448-1697	Phone (mobile)	252-671-3427
Street address	794 Hwy 58 South		
City	Trenton	ZIP + 4	28585-7680
Email	rjones@jonescountync.gov		

Field help

Name	The name of the contact.
Agency	The name of the agency of the contact.
Title	The title within the agency of the contact.
Phone, Street address, City, ZIP + 4, email	The phone number, street address (not PO Box), city, nine-digit zip code, and email of the contact.

EM program manager

EM program manager <i>This is the local EM grants manager.</i>	
Name	Timmy Pike
Email	tpike@jonescountync.gov

Field help

Name	The name of the program manager.
Email	The email address of the program manager.

Memorandum of Agreement (MOA) signatory

MOA signatory <i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appendix" section. Complete only if the MOA signatory for this project is different from the identified "Grants MOA signatory".</i>			
Name	Franky Howard		
Agency	Jones County		
Title	County Manager		
Street address (not PO Box)	418 Hwy 58 N Unit A		
City	Trenton	ZIP + 4	28585-7680
Email	fhoward@jonescountync.gov		
Name	Brenda Reece		
Agency	Jones County		
Title	Finance Officer		
Street address (not PO box)	418 Hwy 58 N Unit A		
City	Trenton	ZIP + 4	28585-7680
Email	breece@jonescountync.gov		

Field help

Name	The individual who signs the memorandum of agreement on behalf of the applicant.
Agency	The agency name of the signatory.
Title	The title within the agency of the signatory.

Street address, City, ZIP + 4, email The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Finance director

Finance director <i>The signature of the finance director of the agency is required for the memorandum of agreement.</i>	
Name	Brenda Reece
Email	breece@jonescountync.gov

Field help

Name The name of the finance director.

Project information

General information <i>Enter information describing the project.</i>	
Title	Jones County EOC Communications
Description	To provide connectivity and communication interoperability between local and interagency operations in any response efforts including Covid-19 response. Jones County EM is looking to install a BDA Viper antenna onto the Emergency Services Building to give access to Viper signal. Currently no Viper signal is available within the EOC or Emergency Services building.
Goal	Increase and enhance the ability to communicate with State and any other agencies using Viper Channels within the building/EOC.
Construction/renovation required	No
Structural attachment required	Yes
Core capabilities addressed <i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>	
Primary	Operational Communications
Secondary	Infrastructure Systems
Activities selected <i>Select two of the following Covid-19 -related WebEOC Optional activities addressed by this project. Selected activities must be reported in WebEOC with an absolute nexus to preparedness for, response to, or recovery from, COVID-19.</i>	
<input checked="" type="checkbox"/> 2020.21 Vulnerable Population Registry <input checked="" type="checkbox"/> 2020.27 Public Information Plan <input type="checkbox"/> 2020.31 Recovery Plan <input type="checkbox"/> 2020.50 County Original Project <input type="checkbox"/> 2020.59 Jurisdictional Medical Countermeasure (MCM) Dispensing Plan <input type="checkbox"/> 2020.61 Healthcare Preparedness Region Activities	

Project timeline milestones	
<i>List the major project events and their completion dates.</i>	
Milestone	Completion Date
Installation of Antenna and Hardware	9/2020
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.
Click or tap here to enter text.	Click or tap to enter a date.

Field help

Title The name of the project. The title can be a maximum of 30 characters.

Description A detailed description of the project in terms of the activity area being addressed

Planning

Equipment

Training

When describing the project answer the following:

- What is the activity area (one of "Planning", "Equipment", "Training")?
- Why is this project needed?
- How will capabilities gaps be addressed?
- How will this project help you to become better prepared to respond to Covid-19?
- What is the importance of this project?
- What happens if this application is denied?

[Example: "We need a prime mover to respond to various types of events. This project will provide us with a resource to prepare for, respond to, and recover from COVID-19. This project will help us respond to incidents that require critical transportation and operational coordination, which are the primary and secondary core capabilities that we have identified."]

In addition:

- For *Training*, identify the course number and title of each course.

Organization

A general description of how the grant's funds are to be used to pay salaries. Include how the award is matched, such as through salary match, in-kind services, or county funds. [Example: "The funds will contribute toward the emergency manager's salary, and will be matched with county funds."]

Goal How the project supports saving life and protecting property. [Example: "Our goal is to help us be more resilient to move equipment as needed in response to various events."]

- Construction/renovation required** The project requires either new construction or renovation, retrofitting, or modification of existing structures.
- Structural attachment required** The project requires attaching equipment (e.g. TV, monitor, radio equipment, etc.) to an existing structure.
- Primary** Select the capability that best aligns with this project. See <https://www.fema.gov/core-capabilities> for core capability descriptions.
- Secondary** Select a capability that aligns with this project. See <https://www.fema.gov/core-capabilities> for core capability descriptions.
- Milestone** Steps that help structure the project’s schedule. [Examples: “Receive award”, “Pay salary”, “Purchase supplies”, “Close out grant”]
- Completion date** Month and year when the corresponding milestone is expected to be completed.

Budget

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

Organization details

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

Personnel <i>Complete for all personnel supported by funds from this project.</i>	
All EMPG-S program funds (federal and match) allocated towards local emergency management personnel	Click or tap here to enter text.
All EMPG-S Program funds (federal and match) allocated towards non-local emergency management personnel	Click or tap here to enter text.

Field help

- Time allotted for EM** Percentage of time spent in EM program manager role.
- Salary** Yearly salary of the EM program manager.
- Date of employment in current position** Date hired into current job.

COVID-19 Planning/Organization/Equipment/Training (POET) costs

Estimated Costs <i>For each cost item select an activity area and then enter a description and the cost amounts. Enter the total.</i>				
Activity area	Description	Funding amount	Match amount	Total amount
Organization	Sample personnel	12694	12694	25388
Equipment	BDA for Viper coverage	\$7,775.85	\$7,775.85	\$15,551.70
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.

Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Choose an item.	Click or tap here to enter text.	Enter amount.	Enter amount.	Enter total.
Total estimated costs		Enter total.	Enter total.	Enter total.

Field help

- Activity area** A selection of either Planning, Organization, Equipment, or Training (POET) related to COVID-19 Planning, Response, or Recovery.
- Description** A description of the cost item. Equipment must be AEL-listed (<https://www.fema.gov/authorized-equipment-list>). [Example: AEL number, item description]
- Funding amount** Grant amount applied to the cost item.
- Match amount** Local match amount applied to the cost item.
- Total amount** Funding amount + Match amount.
- Total estimated costs** Totals of each of the "amount" columns.

Additional information (if needed)

Add any information not accommodated by the application form here.

<p>Project information <i>Enter additional project information in the space below.</i></p>
--

Certification

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

Attachment 2

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

DHS Specific Acknowledgements and Assurances

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

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

2020 DHS Standard Terms and Conditions

6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

2020 DHS Standard Terms and Conditions

42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. **Copyright**

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

IX. **Debarment and Suspension**

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

X. **Drug-Free Workplace Regulations**

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

XI. **Duplication of Benefits**

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

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

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

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

2020 DHS Standard Terms and Conditions

- XIV. False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XV. Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVI. Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- XVII. Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XVIII. Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)
- XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XX. Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

2020 DHS Standard Terms and Conditions

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

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

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

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

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XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L. 110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

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

3. Reporting Procedures

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

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4. Reporting Frequency

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

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts includes—*
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

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

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- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
- 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipients received—
 - a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)

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

1) To the recipient.

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

4. Exemptions

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

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions For purposes of this award term:

a. *Entity:* means all of the following, as defined in 2 C.F.R. Part 25:

1) A governmental organization, which is a state, local government, or Indian tribe.

2) A foreign public entity.

3) A domestic or foreign nonprofit organization.

4) A domestic or foreign for-profit organization.

5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

b. *Executive:* means officers, managing partners, or any other employees in management positions.

c. *Subaward:* means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

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- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
- 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See 17 C.F.R. § 229.402(c)(2)):
- 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. **SAFECOM**

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

XXXI. **Terrorist Financing**

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

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XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

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

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

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

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

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3. Provisions applicable to any recipient.

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

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

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

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

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

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another award term.

2. Requirement for unique entity identifier

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

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

3. Definitions

For purposes of this award term:

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

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XXXIV. USA PATRIOT Act of 2001

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

XXXV. Use of DHS Seal, Logo and Flags

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

XXXVI. Whistleblower Protection Act

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

Budget Amendment

Date: 5/18/2020
 Fund: General Fund
 Fiscal Year: 2019-2020
 Amendment #39

Increase Revenue

Restricted Social Services	Operation Fan Relief	11-0212-4586-11	262.00
Restricted Social Services	LIEAP	11-0212-4586-16	2,599.39
Fund Balance	Fund Balance	11-0991-4991-00	76.44
Restricted Other	SHIIP Funds	11-0213-4584-02	500.00
Total Increase			3,437.83

Increase Expenditures

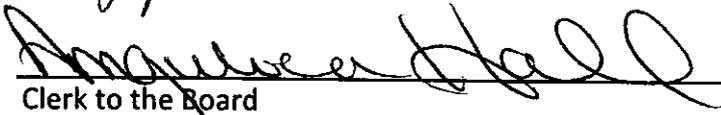
Senior Citizens	Outreach - Fan Program	11-5860-5660-00	338.44
LIEAP	LIEAP	11-5481-5298-10	2,599.39
Extension	SHIIP	11-4950-5477-01	500.00
Total Increase			3,437.83



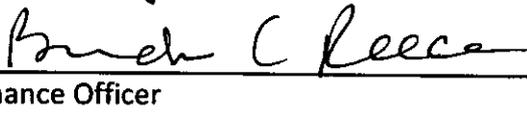
 Chairman



 County Manager



 Clerk to the Board



 Finance Officer

Budget Amendment

Date: 5/18/2020
Fund: General Fund
Fiscal Year: 2019-2020
Amendment #40

Decrease Expenditures

General Health	Essential Services	11-5110-5299-35	175.00
Total Decrease			175.00

Increase Expenditures

HIV/STD	Professional - Lab Services	11-5190-5193-07	175.00
Total Increase			175.00

Frank Emory

Chairman

JJ Hall

County Manager

Ameyia Hall

Clerk to the Board

Brenda C. Keene

Finance Officer

Budget Amendment

Date: 5/18/2020
Fund: General Fund
Fiscal Year: 2019-2020
Amendment #41

Increase Revenue

Fund Balance - Schools	Fund Balance - Schools	11-0991-4991-00	413,500.00
Fund Balance - Schools	Fund Balance - Schools	11-0991-4991-00	200,000.00
Total Increase			613,500.00

Increase Expenditures

School - Current Expense	1/2 Cent Capital Outlay	11-5911-5981-02	413,500.00
School - Current Expense	School Operating Lease	11-5911-5497-18	200,000.00
Total Increase			613,500.00



Chairman



County Manager



Clerk to the Board



Finance Officer