

**A G E N D A**  
Perquimans County Board of Commissioners  
**SPECIAL CALLED MEETING / WORK SESSION**  
Commissioners' Room - Courthouse Annex  
June 19, 2017  
7:00 p.m.

- I. **Call to Order**
  - II. **Prayer / Pledge**
  - III. **Public Hearing: FY 2017-18 Budget..... 7:00 p.m.**  
*The purpose of this meeting is to receive public comments on the proposed FY 2017-2018 Budget.*
    - A.
    - B.
    - C.
    - D.
  - IV. **Approval of Agenda**
  - V. **Old Business**
    - A. Emergency Management Items
      - 1. Debris Management Contract
      - 2. Debris Monitoring Contract
  - VI. **New Business**
    - A. FY 2016-2017 Year End Budget Amendments
    - B. FY 2017-2018 Budget
    - C.
    - D.
    - E.
  - VII. **Closed Session: Legal Matter – Closed Session Minutes**
  - VIII. **Special Called Meeting Adjournment**
  - IX. **Work Session**
    - A. Solar Farm Regulations
    - B.
  - X. **Adjournment**
- ACTION TAKEN LATER
- ACTION REQUIRED

**COUNTY MANAGER NOTES**  
Perquimans County Board of Commissioners  
**SPECIAL CALLED MEETING / WORK SESSION**  
**Commissioners' Room - Courthouse Annex**  
**June 19, 2017**  
**7:00 p.m.**

- III. **Enclosures.** The purpose of this Public Hearing is to receive public comments on the proposed FY 2017-2018 Budget.
- V.A. **Enclosures.** Jonathan Nixon, Emergency Services Director, will present these documents for Board consideration. These matters were tabled from June 6, 2017 meeting. Board action is being requested.
- VI.A. **Enclosures.** County Manager Heath will present the FY 2016-17 year end budget amendments for Board action.
- VI.B. County Manager Heath will request that the Board take action on the FY 2017-18.
- VII. **Enclosure.** Pursuant to NC General Statute 143-318.11(3), the Board will need to go into Closed Session to discuss an attorney-client matter and consider Closed Session Minutes for action.
- IX.A. The Board will need to continue their discussion on the Solar Farm Regulations.

**NOTICE OF PUBLIC HEARING  
FOR PROPOSED FY 2017-2018  
BUDGET**

The proposed FY 2017-2018 Budget for Perquimans County was submitted to the Perquimans County Board of Commissioners on June 5, 2017 and is available for public inspection at the Clerk to the Board of Commissioners' Office in the Courthouse, Hertford, North Carolina and at the Perquimans County Library during regular business hours. A summary of the proposed budget is available on the County's website at [www.perquimanscountync.gov](http://www.perquimanscountync.gov). A Public Hearing on the proposed Budget for FY 2017-2018 will be held on June 19, 2017 at 7:00 p.m. in the Commissioners' Room located in the Perquimans County Courthouse Annex.

All citizens attending the hearing shall have the right to provide written and oral comments and ask questions concerning the entire Budget for FY 2017-2018.

**Perquimans Weekly:**

Run in June 14, 2017 newspaper  
Account No. 1134

***I WILL NEED AN AFFIDAVIT OF PUBLICATION.***

PERQUIMANS COUNTY III. - Page 2  
 BUDGET ORDINANCE  
 FY 2017-2018

BE IT ORDAINED THIS 19th DAY OF JUNE, 2017, BY THE BOARD OF  
 COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA:

I. GENERAL FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2017, and ending June 30, 2018, in accordance with the chart of account heretofore established of this County:

Governing Body	\$ 69,050
County Manager/Finance/Planning	444,498
Elections	137,390
Tax Department	476,061
Legal	57,500
Register of Deeds	256,663
Public Buildings	742,464
Albemarle Commission	9,554
Sheriff	1,178,339
Communications	609,198
Jail - Operations	598,821
Jail - Debt Service	237,756
Tax/Finance Softward	42,350
Jury Commission	2,000
Fire Departments/Emergency Management	513,609
Medical Examiner	3,000
Inspections	223,200
Forestry Services	46,088
Emergency Medical Services	1,423,547
Natural Resource Conservation Service	53,094
NRCS - Cost Share Program	16,800
Extension Services	225,754
Veterans Services	8,814
Social Services	2,437,003
Albemarle Regional Health Services	51,375
Mental Health	30,606
Schools - Current Expense	2,775,000
Schools - Capital Outlay	397,500
Schools - Debt Service	836,603
Inter County Public Transportation Authority	5,978
Pettigrew Regional Library	175,000
Recreation	315,550
Albemarle RC&D	750
Various Non-Profit Contributions	32,850
Revaluation Reserve	25,000
Mentoring Focus Group	18,400
Transportation/Scrap Tires/White Goods	18,500
Emergency Services Building Debt Service	108,376
Aquatic Weed Control	1,750
Albemarle Regional Planning	2,268
Education - OJJ Programs	48,160
College of the Albemarle	32,500
Senior Citizens	135,355
Animal Shelter Operations	60,000
Economic Development	27,500
County Drainage Study	14,000
Library Debt Service	330,856
Tourism Development Authority Contribution	15,000
Tri-County Shelter Addition	22,000
<b>TOTAL GENERAL FUND</b>	<b>\$ 15,293,430</b>

BUDGET ORDINANCE  
FY 2017-2018

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018:

**Ad Valorem Taxes:**

Budget Year	\$ 8,020,702
Current Year	215,000
Prior Years Summary	81,000
Penalties & Interest	80,000

**Other Taxes & Licenses:**

Wine & Beer License	\$ 450
Local Option Sales Tax	460,000
Local Option Sales Tax	835,000
Local Option Sales Tax	365,000
Local Option Sales Tax	351,504

**Unrestricted Intergovernmental:**

Tax Collections - Municipalities	\$ 14,800
ABC Bottle Revenue	3,000
Beer & Wine	45,000
Utility Franchise Distribution	15,000
Medicaid Hold Harmless	276,040

**Restricted Intergovernmental:**

State Grants:	
Social Services	\$ 1,713,136
Soil Conservation - Operating	3,600
Soil Conservation - Technician	16,000
Management Entity Funds	7,000
OJJ	64,160
Register of Deeds - A.E. & P.F.	15,271
Health Department - T/ST/WG	18,500
School Resource Officer - Board of Education	85,000
Senior Programs	3,625
Electronic Recycling Fees	1,065
Drainage Fees	9,500
Emergency Management Grant	33,825
DWI - DMV License Revocation	750
Nutrition	8,000
Floodplain Mapping - Register of Deeds	5,600
Register of Deeds - Dept. of Cultural Resources	2,500
Register of Deeds - State General Fund	2,000

**Permits & Fees:**

Building Permits	\$ 110,000
Register of Deeds	115,000
Recreation Fees	20,000
Ambulance Fees	570,000

13,567,028

BUDGET ORDINANCE  
FY 2017-2018

## Sales &amp; Services:

Officer-Sheriff Fees	\$	54,000
Jail Fees		8,500
Rents:		
Farm		3,720
Tower		7,500
Building Leases		62,884
Recreation/Senior Center		9,000
Investment Earnings		9,500
Miscellaneous		20,000
Mentoring Focus Group - Local Funds		1,500
Subdivision Fees		1,500
Zoning Fees		3,500
Tower Consulting Fees		5,000
Veterans Monument Contributions		100
State Funds - Drug Tax		11,053
State Grants - Senior Medicare		3,278
Federal Drug Funds		14,925

## Transfer from Other Funds:

Water System	\$	100,000
Municipal Dispatch Fees		82,769
Other Revenues:		
Land Transfer Tax Proceeds		400,000
E-911 Funds		11,900

## Fund Balance Appropriated

\$ 915,773

## TOTAL GENERAL FUND:

\$ 15,293,430

## II. WATER DEPARTMENT

Section 1: **APPROPRIATIONS** - The following amounts are hereby appropriated in the Water System Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Administration & Operations	\$	1,760,766
Loan Principal		375,325
Loan Interest		45,049
Contribution to General Fund		100,000

## TOTAL WATER SYSTEM FUND

\$ 2,281,140

Section 2: **REVENUES** - It is estimated that the following revenues will be available in the Water System Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Investment Earnings	\$	2,000
Sale of Water		1,950,000
Taps & Connections		50,000
Reconnections		12,000
Penalties & Interest		40,000
Rent: Towers		5,400
Miscellaneous		4,000
Water Improvement Fund		1,000
Fund Balance Appropriated		216,740

## TOTAL WATER SYSTEM FUND

\$ 2,281,140

PERQUIMANS COUNTY

BUDGET ORDINANCE  
FY 2017-2018

III. SOLID WASTE FUND

Section 1: **APPROPRIATIONS** - The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Administration & Operations	\$	965,000
Recycling Centers Maintenance		5,000
Solid Waste Refunds		3,000
<b>TOTAL SOLID WASTE FUND</b>	<b>\$</b>	<b>973,000</b>

Section 2: **REVENUES** - (Solid Waste Fee: \$140.00 per Household). It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Solid Waste Fees	\$	958,034
Investment Earnings		150
Disposal Tax		6,500
Fund Balance Appropriated		8,316
<b>TOTAL SOLID WASTE FUND</b>	<b>\$</b>	<b>973,000</b>

IV. REVALUATION RESERVE FUND

1. Section 1: **APPROPRIATIONS** - The following amounts are hereby appropriated in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Reserve for Revaluation	\$	25,075
<b>TOTAL REVALUATION FUND</b>	<b>\$</b>	<b>25,075</b>

2. Section 2: **REVENUES** - It is estimated that the following revenues will be available in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Investment Earnings	\$	75
Transfer from General Fund		25,000
<b>TOTAL REVALUATION FUND</b>	<b>\$</b>	<b>25,075</b>

V. COURT FACILITIES FUND

Section 1: **APPROPRIATIONS** - The following amounts are hereby appropriated in the Court Facilities Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Administration & Maintenance	\$	38,771
District Attorney Office Expense		9,840
Fine & Forfeitures		75,000
<b>TOTAL COURT FACILITIES</b>	<b>\$</b>	<b>123,611</b>

PERQUIMANS COUNTY

BUDGET ORDINANCE

FY 2017-2018

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Court Facilities Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Investment Earnings	\$	70
Facility Fees		27,500
Fines & Forfeiture Fees		75,000
Fund Balance Appropriated		21,041
<b>TOTAL COURT FACILITIES</b>	<b>\$</b>	<b>123,611</b>

**VI. ECONOMIC DEVELOPMENT FUND**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Economic Development Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Professional Services & Expenses	\$	27,525
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>\$</b>	<b>27,525</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Economic Development Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

Transfer from General Fund	\$	27,500
Investment Earnings	\$	25
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>\$</b>	<b>27,525</b>

**VII. TOURISM DEVELOPMENT FUND - OCCUPANCY TAX**

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Tourism Development Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Promotions, Marketing, Operating Expenses	\$	27,530
Fireworks Contribution		1,500
<b>TOTAL TOURISM DEVELOPMENT</b>	<b>\$</b>	<b>29,030</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

Transfer from General Fund	\$	15,000
Occupancy Tax		6,500
Intergovernmental Transfers		7,500
Interest		30
<b>TOTAL TOURISM DEVELOPMENT</b>	<b>\$</b>	<b>29,030</b>

## PERQUIMANS COUNTY

## BUDGET ORDINANCE

FY 2017-2018

## VIII. EMERGENCY TELEPHONE FUND

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Emergency Telephone Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Operating Expenses	\$ 164,897
Capital Outlay	204,259
<b>TOTAL EMERGENCY TELEPHONE FUND</b>	<b>\$ 369,156</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the Emergency Telephone Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

State Grants	\$ 30,853
Emergency 911 Fee	338,228
Investment Earnings	75
<b>TOTAL EMERGENCY TELEPHONE FUND</b>	<b>\$ 369,156</b>

## IX. COUNTY CONSTRUCTION FUND

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the County Construction Fund for the fiscal year beginning July 1, 2017, and ending June 30, 2018.

Capital: Ward School/Library	\$ 600,000
Capital - Library Construction	269,689
<b>TOTAL COUNTY CONSTRUCTION FUND</b>	<b>\$ 869,689</b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available in the County Construction Fund for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

Ward Bequest	\$ 600,000
Fund Balance Appropriated	269,689
<b>TOTAL SCHOOL CONSTRUCTION FUND</b>	<b>\$ 869,689</b>

## X. OTHER PROVISIONS

**Section 1:** The Budget Officer is hereby authorized to transfer appropriations within a fund contained herein under the following conditions:

- a) The Budget Officer may transfer amounts between objects of expenditures within a department except salary amounts without limitation.
- b) The Budget Officer may not transfer any amount between funds nor from any contingency appropriations within any fund.

**Section 2:** The Board of Commissioners hereby authorizes the attached Fee Schedule for FY 2017-2018.

PERQUIMANS COUNTY

BUDGET ORDINANCE

FY 2017-2018

XI. TAX LEVY

**Section 1:** There is hereby levied a tax at the rate of 57¢ (fifty-seven) per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2017 for the purpose of raising the revenue listed as "Budget Year's Taxes" in the General Fund - Part I, Section 2 of this Ordinance.

**Section 2:** This rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$ \_\_\_\_\_ and an estimated collector rate of \_\_\_\_\_%.

This Budget was approved with a vote of \_\_\_\_ ( ) to \_\_\_\_ ( ) on June 19, 2017 by a quorum of the Perquimans County Board of Commissioners being present and all present casting a vote.

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T. Kyle Jones, Chairman  
Perquimans Co. Board of Commissioners

There is hereby established, for the fiscal year beginning July 1, 2017, and ending June 30, 2018, the following fees for services as indicated:

**Building Inspections**

Construction Fees

Square Foot	\$ .25/SF
Minimum Fee	\$50.00
State Fee	\$10.00
In-ground pool	\$50.00
In-ground pool	\$125.00
Carports (open all 4	\$.125/SF
Daycare & ABC	\$75.00
Storage Building 12 x	\$25.00

Electrical Fees

Minimum Fee	\$30.00
Square Foot	\$ .10/SF
Temporary Service	\$30.00
Service Repair	\$30.00
Service Charge	\$ .30/amp
Swimming Pools	\$30.00
Sub panel	\$10.00
Generators	\$10.00
Baseboard Heat (per	\$10.00
Photovoltaic/Solar	\$50 per POD

Plumbing Fees

Minimum Fee	\$40.00
Per Fixture	\$5.00
Sprinklers	\$50.00
Per Head	\$5.00

Mechanical Fees

Central Heating/Air	\$55.00
Central - Additional	\$55.00
Minimum Fee	\$30.00
Hood System	\$50.00

Insulation Fees

Insulation	\$50.00
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L.P. & Natural Gas Fees

Minimum Fee	\$30.00
Per Gas Outlet	\$5.00

Sign Fees

Free Standing	\$50.00
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Renovation Fees

1/2 New Construction	
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Fire Inspection Fees

Mandatory Fire Code	\$50.00
Group/ Foster Homes	\$50.00

Manufactured Homes

Single Section	\$115.00
Multi Section	\$165.00
Electrical	\$30.00
Mechanical	\$35.00
Plumbing	\$20.00

Modular Homes

All set-up	\$ .25/SF
Electrical	\$ .30/amp
Plumbing	\$40.00
Mechanical	\$55.00

Administrative, Negligence & Reinspections

Administrative	\$50.00
Negligence	\$50.00
Re-inspection	\$50.00

Junk Car & Trash

**Sheriff Department**

Fingerprints	\$5.00/card
Gun Purchase Permits	\$5.00 each
Concealed Handgun	\$90.00
Concealed Handgun	\$85.00
Service Fees (civil)	\$15.00/service
Out of State Service	\$100.00
False Alarm Charge	\$50.00

**EMS Fees**

ALS-I Emergency	\$536.22
ALS-II Emergency	\$776.11
ALS-I or II Treatment / No Transport A0999 (including Helo)	\$300.00
ALS-I Non Emergency	\$338.66
BLS-Emergency A0429	\$451.56
BLS-Non Emergency	\$282.22
Transports to Funeral	\$225.00
Drag Strip Standby - 1st	\$100.00
Drag Strip Standby -	\$40.00/hour
Attorney's Fees	\$12.00
Ground Mileage - ALS	\$14.33/Loaded Mileage
Specialty Care A0434	\$917.22

**Recreation Fees**

Rental Fees:

Meeting Room	\$40.00/hr (3 hr minimum)
Meeting Room/Kitchen	\$60.00/hr (3 hr minimum)
Gymnasium (1/2 day)	\$250.00
Gymnasium (full day)	\$400.00
Tennis Courts (1/2)	\$50.00
Tennis Courts (full)	\$100.00
Outside Basketball	\$50.00
Outside Basketball	\$100.00
Field Rental (1/2 day)	\$75.00/field
Field Rental (full day)	\$150.00/field
Lights additional	\$25.00/hour
Field Rental for	
Non Rec. teams	\$15.00/hour
with lights	\$25.00/hour

*Deposit in addition to any rental fees. All fees are refundable if cancelled at least 72 hrs before scheduled rental day.*

Registration Fees

Youth Soccer	\$20.00
Youth Basketball	\$20.00
Volleyball	\$20.00
Softball (9-16)	\$20.00
Babe Ruth (13-15)	\$20.00
Football	\$30.00
Cheerleading	\$20.00
T-Ball (4-6)	\$20.00
Coach Pitch (7-8)	\$20.00
Adult Softball	\$200.00/team
Adult Basketball	\$200.00/team
Open Gym	No charge
Skate Park	No charge

*There is a maximum of \$50 per family for each activity.*

**Register of Deeds**

All Instruments (Except

Pages 1-15	\$25.00
Each additional page	\$4.00
Multi-instrument	\$10.00

Deed of Trust 1st thru

Each additional page	\$56.00
	\$4.00

UCC

1 to 2 pages	\$38.00
3 to 10 pages	\$45.00

Over 10 pages (Plus \$2 per page over 10)	
Search per name	\$30.00
Copy per page	\$1.00
<u>Plats</u>	
1st page	\$21.00
Each additional page	\$21.00
<u>DOT Highway Maps</u>	
1st page	\$21.00
Each additional page	\$5.00
<u>Copies</u>	
Plat copies	\$3.00 each
Regular copies (per	\$0.25
<u>Certified copies</u>	
1st page	\$5.00
Each additional page	\$2.00
<u>Notary</u>	
Oath	\$10.00
Commission	\$5.00
<u>Marriage License</u>	
Issuance of license	\$50.00
<u>Vital Records</u>	
Certified copy (birth,	\$10.00
Delayed birth	\$20.00
Amendments	\$10.00
Records search from	\$15.00
Plus payable to Vital	\$15.00
Legitimations	\$10.00
Plus payable to Vital	\$15.00
<b>Tax Department</b>	
Copies	\$0.25
Non-aerial maps	\$0.50
Aerial maps	\$1.20
<u>GIS Mapping Price List</u>	

Size	Black & White	Image Color
8.5 x 11	\$1.00	\$2.00
11 x 17	\$2.00	\$3.00
16 x 20	\$3.00	\$5.00
22 x 34	\$5.00	\$8.00
34 x 46	\$8.00	\$10.00

Desk printer

Size	Black & White	Image Color
8.5 x 11	\$0.50	\$1.25
8.5 x 14	\$0.75	\$1.50
11 x 17	\$1.00	\$1.75

Entire County parcels with aerial images and ownership information (Available on CD & ZIP drive)	\$200.00
Individual Layers	\$50.00 first layer \$25.00 each additional layer

Individual Plotter Maps

Township & Zoning Maps per	Price based on size/color
Full County Zoning Map	Price based on size/color \$12.00
County street maps, subdivision maps, and other maps created without image and little color same as listed under Plotter Black & White	
Flood maps, soil maps, census maps and others created with full color same as listed under Plotter Image/Color	

Availability

Requests can be made Monday through Friday from 8 am to 5 pm except holidays. All efforts will be made to provide information within 5 working days

Payment

Payment is required prior to preparation of CD's, extensive copying requests, maps to be sent by mail and ftp uploads

Custom Work

A fee of \$25.00 per hour will be charged for requests for maps that we do not have the data layers for. For instance, having to go on the internet to download information.

**County Manager**

Zoning Ordinance	\$15.00
Subdivision Ordinance	\$10.00
Junk Ordinance	\$10.00
Junkyard Ordinance	\$10.00
Manufactured Home Park Ordinance	\$5.00
Minimum charge for copy of any other Ordinance	\$5.00
Copies	\$0.25

**Water Department**

Rate Schedule

**WATER RATES-** There is a min. charge of \$15 for the first 1000 gallons; each additional thousand gallons will be \$7.00/1000 gal.

Tap-on Fees

Size Meter	Cost of Tap
3/4"	\$1,500.00
1"	\$2,500.00
2"	\$5,000.00
Late Payment Charge	10% of bill
Renter's Deposit	\$75.00
Reconnection Fee	\$25.00
Water Meter Test Fee	\$100.00

Seasonal Water Conservation Rates

\$9/1000 gallons for usage more than 8000 gallons per month from May 1 through October 31

Water Facility Fee

\$500 per lot for up to and including four lots on main roads, 6 lots on secondary roads

\$2,500 per lot for any lots over four on main roads, 6 lots on secondary roads

Water Facility Fee must be paid before the Final Subdivision Plat is recorded in the Perquimans County Register of Deeds' Office.

**Planning/Zoning**

Zoning Permit	\$0.00
Zoning Permit (for Certificate of Compliance (after first site visit)	\$100.00
Sign Permit	\$100.00
Certificate of Compliance (after first site visit)	\$50.00
Zoning Map Change (Re-	\$50.00
Zoning Text Change	\$450.00
Planned Unit	\$500.00
Conditional Use District	\$600.00 + atty. & eng. Fees, i/a
Conditional Use Permit	\$300.00 + atty. & eng. Fees, i/a
Appeal or Interpretation	\$300.00 + atty. & eng. Fees, i/a
	\$300.00
Variance to Subdivision Regulations	\$300.00
Subdivision Sketch Plat	\$100.00
Minor or Abbreviated	\$100.00
Preliminary Plat	\$50.00
Final Plat	\$100.00 + \$15.00 per lot
Wireless Telecommunication Facility	\$100.00 + \$15.00 per lot
	\$500.00 County fee
	+Minimum consultant cost of \$6,500.00
	+Certificate of Zoning Compliance (after first visit): \$100.00 County Fee
Wireless Telecommunication Facility	
(eligible facilities request applications processed per NCGS 153A-349.53)	County fee of \$500.00
	+Minimum consultant cost of \$500.00
	+Certificate of Zoning Compliance (after first visit): \$100.00 County Fee
	+Certificate of Zoning Compliance (Consultant fee for verification): \$3,000.00
Wind Energy Facilities	
	+Initial Escrow Deposit (Medium Facility) \$50,000.00
	+Initial Escrow Deposit (Large Facility) \$50,000.00

Effective 2-1-16, Zoning Permit Fees and Escrow Deposits to be paid at the time Zoning Permit Application, Fees and detailed Site Plans are submitted for review. If Escrow Account drops below \$10,000, Applicant shall replenish to the original amount before any further action or consideration is taken on any County Permit. Remaining balance will be refunded after issuance of the Certificate of Zoning Compliance for the last remaining development component and upon approval of As-Built Drawings or if Applicant fails to complete project.

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*\*Fees denoted for a given application do not include fees for subsequent applications and stages of review.  
Separate fees will apply for building and other permits.*

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PERQUIMANS COUNTY  
 CAPITAL PROJECTS ORDINANCE  
 FOR CONSTRUCTION OF  
 WATER SYSTEM IMPROVEMENTS  
 "PHASE III"

This Capital Projects Ordinance is being authorized for the Water System Improvements.

The following appropriations are being made with revenues, as listed, being available for this fund.

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in this Capital Projects Ordinance beginning July 1, 2017, and ending June 30, 2018.

<u>Capital Outlay</u>	\$	140,544
<b>TOTAL CAPITAL PROJECTS FUND</b>	\$	<u>140,544</u>

**Section 2: REVENUES** - It is estimated that the following revenues will be available for appropriation in the Capital Projects Ordinance beginning July 1, 2017, and ending June 30, 2018.

<u>Investment Earnings</u>	\$	300
<u>Fund Balance Appropriated</u>		<u>140,244</u>
<b>TOTAL CAPITAL PROJECTS FUND</b>	\$	<u>140,544</u>

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T. Kyle Jones, Chairman  
 Perquimans Co. Board of Commissioners

PERQUIMANS COUNTY  
CAPITAL PROJECTS ORDINANCE  
COUNTY CONSTRUCTION FUND

This Capital Projects Ordinance is being authorized for the Perquimans Library Project.

**Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in this County Construction Fund beginning July 1, 2017, and ending June 30, 2018

<u>Capital: Ward School/Library</u>	\$	600,000
<u>Capital - Library Construction</u>		269,689
<b>TOTAL COUNTY CONSTRUCTION FUND</b>	<b>\$</b>	<b><u>869,689</u></b>

**Section 2: REVENUES** - It is estimated that the following revenues will be available for appropriation in the County Construction Fund beginning July 1, 2017, and ending June 30, 2018.

<u>Ward Bequest</u>	\$	600,000
<u>Fund Balance Appropriated</u>		269,689
<b>TOTAL COUNTY CONSTRUCTION FUND</b>	<b>\$</b>	<b><u>869,689</u></b>

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T. Kyle Jones, Chairman  
Perquimans Co. Board of Commissioners

PERQUIMANS COUNTY  
 CAPITAL PROJECTS RESERVE ORDINANCE  
 LAND TRANSFER TAX  
 FOR  
 CAPITAL PROJECTS

This Capital Projects Ordinance is being authorized to provide a portion of the required funds needed for the School Construction Project and for the other Capital Projects deemed appropriate by the Board of Commissioners.

The following appropriations are being made with revenues, as listed, being available for this fund.

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in this Capital Projects Ordinance beginning July 1, 2017, and ending June 30, 2018

<u>Transfer to General Fund</u>	\$ 400,000
<u>TOTAL CAPITAL RESERVE/LAND TRANSFER TAX</u>	<u>\$ 400,000</u>

Section 2: REVENUES - It is estimated that the following revenues will be available for appropriation in the Capital Projects Reserve Ordinance beginning July 1, 2017, and ending June 30, 2018.

<u>Land Transfer Tax</u>	\$ 265,000
<u>Investment Earnings</u>	1,000
<u>Fund Balance Appropriated</u>	134,000
<u>TOTAL CAPITAL RESERVE/LAND TRANSFER TAX</u>	<u>\$ 400,000</u>

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T. Kyle Jones, Chairman  
 Perquimans Co. Board of Commissioners

PERQUIMANS COUNTY  
 CAPITAL PROJECTS ORDINANCE  
 FOR  
 NC HOUSING FINANCE AGENCY  
 SINGLE FAMILY REHABILITATION PROGRAM

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in this Capital Projects Ordinance beginning July 1, 2017, and ending June 30, 2018

<u>Rehabilitation</u>	\$	70,000
<u>Program Costs</u>		<u>22,698</u>
TOTAL CAPITAL RESERVE/NC HOUSING FINANCE AGENCY		\$ <u>92,698</u>

Section 2: REVENUES - It is estimated that the following revenues will be available for appropriation in the Capital Projects Ordinance beginning July 1, 2017 and ending June 30, 2018.

<u>Single Family Rehab</u>	\$	92,696
TOTAL CAPITAL RESERVE/NC HOUSING FINANCE AGENCY		\$ <u>92,696</u>

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T. Kyle Jones, Chairman  
 Perquimans Co. Board of Commissioners

**Perquimans County Debris Management & Removal**

Bid Proposals Due: May 3, 2017 at 1:00PM EST

All bid proposals must meet the following minimums:

Firm Names

	Ceres Environmental Services	Custom Tree Care, Inc.	D & J Enterprises, Inc.	DRC	GreenCo	Southern Disaster Recover, Inc.
1. Sealed proposals shall be submitted including one (1) marked original, five (5) duplicates clearly marked with RFP title and one electronic copy in pdf format.	✓	✓	✓	✓	✓	✓
2. Forms supplied by Owner in this package must be completed and included in all submittals.	✓	✓	✓	✓	✓	✓
3. Contractor must be licensed/registered/qualified to do business in the State of North Carolina.	✓	✓	✓	✓	✓	✓
4. Acknowledged Addendum #1	✓	✓	✓	✓	✓	✓

The following criteria will be used by Owner's staff to evaluate the proposals and make a selection:

	Ceres Environmental Services	Custom Tree Care, Inc.	D & J Enterprises, Inc.	DRC	GreenCo	Southern Disaster Recover, Inc.
15% Qualifications of Firm	15		15	15		15
15% Technical Plan	15		14	13		13
10% Project Management	10		10	10		10
15% Financial Capability	15		15	15		15
10% References	10		8	5		10
35% Cost Proposal	93		32	32		32
100% TOTAL	98	0	94	90	0	95

-Did not provide response per RFP response format

-Did not provide response per RFP response format

**CONTRACT FOR SERVICES  
BY AND BETWEEN  
COUNTY OF PERQUIMANS, NORTH CAROLINA  
TOWN OF WINFALL, NORTH CAROLINA  
TOWN OF HERTFORD, NORTH CAROLINA  
AND  
CERES ENVIRONMENTAL SERVICES, INC.**

This Agreement made and entered into by and between The County of Perquimans, North Carolina, which includes the Towns of Winfall and Hertford, parties of the first part (hereinafter called the "County") and Ceres Environmental Services, Inc. party of the second part (hereinafter called the "Contractor"); and

WHEREAS, The County awarded the unit price contract for **Professional Debris Removal Services** hereinafter referred to as the Project during their regular meeting on \_\_\_\_\_, and;

WHEREAS, the Contractor and the County for the consideration hereinafter named, agree and acknowledge that:

**Part A: Contract Form**

**ARTICLE 1.** The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Professional Debris Removal Services**, in strict conformity with all sections of the RFP hereinafter set forth, whose program services together with the Contractor's Proposal, the Request for Proposals, Instructions to Proposers, and any and all Addendums including **Addendum No. 1, this Agreement, and all exhibits** hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

**ARTICLE 2.** The Contractor agrees to commence the actual services requested, upon receipt of a Notice to Proceed for each single invocation of the services included in this contract. The Contractor further agrees to be fully operational and able to respond and fulfill the terms of this contract within Twenty-Four (24) Hours of the date of the Notice to Proceed.

**ARTICLE 3.** The County agrees to pay the Contractor, in current funds, for the performance of this Contract those fees established and agreed upon in **Exhibit B Fee Schedule**, which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

**ARTICLE 4.** This Debris Removal Agreement is subject to all Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, and any other Federal rules, regulation or policy relating to disaster debris.

## A. Compliance with the Copeland Anti-Kickback Act

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## B. Compliance with the Contract Work Hours and Safety Standards Act

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County of Perquimans shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Compliance with Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County of Perquimans and understands and agrees that the County of Perquimans will, in turn, report each violation as required to assure notification to the FDEP, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Compliance with Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to County of Perquimans and understands and agrees that County of Perquimans will, in turn, report each violation as required to assure notification to the FDEP, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Compliance with Suspension and Debarment Regulations

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2.

3. C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by the County of Perquimans. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County of Perquimans, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### F. Compliance with Section 6002 of the Solid Waste Disposal Act

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

#### G. Access to Records

1. The Contractor agrees to provide the County of Perquimans, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

H. Use of DHS Seal, Logo and/or Flags:

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

- I. Compliance with Federal Law, Regulations and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

J. Compliance with Executive Order 11246

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- K. No Obligations by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- L. Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- M. This Agreement is subject to all Federal Laws. Federal laws applicable to and incorporated into this **Contract include 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rules, regulation or policy relating to disaster debris. The Contract provisions of the Federal Highway Administration's Form FHWA-1273 titled "Required Contract Provisions—Federal-Aid Construction Contracts"** shall apply to all work performed by the Contractor or any of its Subcontractors.

**ARTICLE 5.** The County and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated.

Contractor agrees that the work and services required by this contract may require inspection and approval of the County's engineers or consultants and that the time for payment shall be tolled for a reasonable time as required for said inspection and approval. Contractor further agrees to toll the time for payment hereunder for an additional and reasonable period of time for the County department head overseeing the project or work contemplated by this agreement to approve the work and/or services performed.

Once the necessary installation and approvals by the engineers or consultants and County department head has been made, the County shall have 30 working days from approval by the County department head in which to pay the Contractor; subject to any documentation requests by the County as necessary to allow the County to evaluate the completeness and accuracy of monies due.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its officers, directors, employees, agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

Part A:	Contract Form
Part B:	Performance Bond
Part C:	Payment Bond
Part D:	Affidavit of Payment of Claims
Part E:	Certificate of Insurance
Part F:	Drug Free Certification

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, County personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of North Carolina which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State North Carolina as to all matters and disputes arising or to arise under this Agreement and the performance therefor, including all issues relating to liability for taxes, licenses or fees levied by the State.

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract, shall be brought in any court in The County of Perquimans, North Carolina.

Contractor designates the Secretary of the State of North Carolina as its agent for service of process, provided no such agent located in North Carolina is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in the County of Perquimans, North Carolina and in any said action or proceeding.

Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The County shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the County.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the County.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

The County may, at will, upon written notice to the Contractor, terminate (without prejudice to any right or remedy of the County) the whole or any portion of the Work for the convenience of the County.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The term of this contract shall be three (3) years commencing July 1<sup>st</sup> 2017. Contract has a renewal clause of two (2) additional one (1) year renewal terms. The entire term of contract, including extensions, may not exceed 5 years.

The Contractor and the County, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF:**

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

COUNTY OF PERQUIMANS, NORTH CAROLINA

By \_\_\_\_\_  
Frank Heath  
County Manager

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF WINFALL, NORTH CAROLINA

By: \_\_\_\_\_  
Fred Yates  
Mayor

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

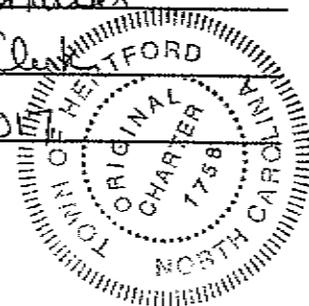
TOWN OF HERTFORD, NORTH CAROLINA

By: Brandon S. Shoaf  
Brandon S. Shoaf  
Town Manager

Attest: Cindy Shaber

Title: Town Clerk

Date: 6-13-2017



**CONTRACTOR: CERES ENVIRONMENTAL SERVICES INC**

Signed and sealed in  
the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

1. \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Owner.

Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration's Manual for Work Zone Safety. The Owner reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Owner, within 48 hours of the execution of this Contract a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, state, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.

**xiii. Performance:**

Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Owner. Such performance by Contractor shall be in compliance with all applicable local, state, and federal laws and regulations.

**xiv. Modifications of Work:**

The Owner reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the Owner's notification of a contemplated change, Contractor shall (a) if requested by the Owner, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Owner of any estimated change in the completion date, and (c) advise the Owner in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the Owner instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the Owner's decision to proceed with the change. If the Owner elects to make the change, the Owner shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

**xv. Applicability to sub-jurisdictions:**

Subsequent to award of the contract, Owner may enter in to one or more agreements with local jurisdictions in the County/Towns under which those local jurisdictions may avail themselves of contractor's services under the contract. Successful contractor must therefore have the ability to provide services under this contract County-wide as well as within any applicable sub-jurisdiction.

#### **4. SCOPE OF SERVICES**

The primary purpose of this scope of work is to maintain the public health, safety, and well being of Owner and its citizens during the response to an emergency situation, as well as to restore the public areas of Owner to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract. The work to be performed under this Contract shall consist of collection, reduction, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this proposal shall also mean direction by the Monitor.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of ROW debris during each pass and provide this information to the Monitor on a daily basis. To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

##### **i. Removal and Hauling Vegetative Debris:**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site(s) (DMS) within the community as designated by Owner. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor under pay items 12 and 13 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity. Item #1 on Price Proposal Sheet.

##### **ii. Site Management:**

The Contractor shall manage one or more Debris Management Sites (DMS) designated by the Owner. Site management, debris reduction, and site closure shall comply with all laws and regulations. DMS management shall include site security and include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity. See Item #2 on Price Proposal Sheet.

**iii. Reduction of Vegetative Debris by Grinding:**

The Contractor shall reduce vegetative debris by grinding. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity. See Item #3 on Price Proposal Sheet.

**iv. Reduction of Vegetative Debris by Burning:**

The Contractor shall reduce vegetative debris by air curtain incinerator burning or open burning if permitted by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per cubic yard quantity. See Item #4 and #5 on Price Proposal Sheet.

**v. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Grinding:**

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item includes tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. See Item #6 on Price Proposal Sheet.

**vi. Loading, Hauling, and Disposal of Vegetative Debris Reduced by Burning:**

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item includes tipping or disposal fees. Payment under this pay item shall be based on a per cubic yard quantity. See Item #7 on Price Proposal Sheet.

**vii. Removal and Hauling of C&D Debris to DMS**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all C&D Debris collected from public property and ROW.

The Contractor shall haul C&D debris to a DMS within the community, as designated by the Owner. Payment under this pay item shall be based on a per ton quantity. See Item #8 on Price Proposal Sheet.

**viii. Reduction of C&D Debris by Grinding:**

In order to reduce the burden on available landfill space, the Contractor shall reduce C&D debris by grinding if permitted by Owner. This may include C&D debris delivered to

the DMS by the Contractor, by the Owner, or by others. Payment under this pay item shall be based on a per ton quantity. See Item #9 on Price Proposal Sheet.

**ix. Loading, Hauling, and Disposal of C&D Debris Reduced by Grinding:**

Contractor shall load and haul reduced (by grinding) C&D debris to a final disposal site as directed by the Owner. The Contractor may be required to remove and haul reduced debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item includes tipping or disposal fees. Payment under this pay item shall be based on a per ton quantity. See Item #10 on Price Proposal Sheet.

**x. Loading, Hauling, and Disposal of C&D Debris (Non DMS Option):**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris directly to a final disposal site approved and directed by the Owner. Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by the Owner or Monitor, for payment under this pay item. This pay item includes tipping or disposal fees. Payment under this pay item shall be based on a per ton quantity. See Item #11 on Price Proposal Sheet.

**xi. Removal of Hazardous Hanging Limbs:**

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter at the point of break, from trees on public property and ROW, as identified by the Owner or Monitor. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above. This pay item includes tipping or disposal fees. See Item #12 on Price Proposal Sheet.

**xii. Removal of Hazardous Leaning Trees:**

The Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 54" above ground) from public property and ROW, as identified by the Owner or Monitor. Disaster damaged trees leaning more than 30 degrees with root ball disturbance from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Price Proposal. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above. See Item #13 on Price Proposal Sheet.

**xiii. Extraction of Hazardous Stumps:**

If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be extracted. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Payment will be on a per stump basis in size categories as shown in the Price Proposal. Payment is for stump extraction only. For hauling purposes, stumps will be converted to cubic yards measurement and hauled under payment item 1. For reduction and disposal purposes, stumps will be considered vegetative debris and handled as such under separate line items. See Item #14 on Price Proposal Sheet.

**ix. White Goods:**

The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling.

Contractor shall be responsible for any disposal costs. Payment under this item will be per each unit. See Item #15 on Price Proposal Sheet. Unit price is cradle to grave---no hidden costs.

**x. Electronics Waste:**

The Contractor shall removal, haul, and recycle (or dispose of, at contractor's discretion electronics waste (e-waste) from public property and ROW. Payment under this item will be per pound. Contractor shall be responsible for any disposal costs. See Item #16 on Price Proposal Sheet.

**xi. Concrete:**

The Contractor shall load, haul, and dispose of concrete material separated by the property owner and placed on public property and ROW, as directed by Owner or Monitor. This item includes tipping fees. Payment under this item will be per ton. See Item #17 on Price Proposal Sheet.

**xii. Household Hazardous Waste:**

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I disposal sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the Owner. Disposal will be the responsibility of Owner. No disposal is included in this line item. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per pound. See Item #18 on Price Proposal Sheet.

**xiii. Lawnmowers and Equipment with Small Engines:**

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All

lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. This item includes tipping fees. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each unit. See Item #19 on Price Proposal Sheet.

**xiv. Abandoned Tires:**

If directed by Owner, the Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from vegetative and C&D debris and load and transport the tires to a collection site as identified by Owner. The tires will be segregated in the field and hauled in concentrated loads. Payment under this item will be per tire. See Item #20 on Price Proposal Sheet.

**xv. Removal, Hauling, and Disposal of Dead Animal Carcasses.**

The Contractor shall remove, haul and dispose of dead animal carcasses as directed by the Owner or Monitor. Disposal must be in accordance with federal, state, and local regulations. This item includes tipping fees. See Item #21 on Price Proposal Sheet.

**xvi. Removal and Hauling of Storm Deposited Soils to DMS**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all storm deposited soils (sand, silt, mud) collected from public property and ROW. The Contractor shall haul storm deposited soils to a Debris Management Site (DMS) within the community, as designated by Owner. Payment under this pay item shall be based on a per ton quantity. See Item #22 on Price Proposal Sheet.

**xvii. Priority of Work Areas:**

The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign areas at any time for any reason. The contractor shall remove all debris and leave the site from which the Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the Contractor). Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. **Contractor will not be allowed to "cherry pick" debris.**

**xviii. Debris Ownership and Hauling Responsibilities:**

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris.

**xix. Debris Disposal:**

- a. The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable federal, state, and local laws, standards and regulations. Final disposal locations will

be at North Carolina Department of Environment Quality (NCDEQ) approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by Owner.

b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per applicable federal, state, or local criteria. Acceptance of proper closure by relevant government authorities must be documented by the Contractor prior to final payment under this contract. Contractor will be responsible for performing applicable environmental baseline studies prior to utilizing a site.

c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, or any other Federal, State or local agencies or authorities.

d. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

f. The Contractor shall ensure that all vehicles transporting debris are equipped with and use tarps or netting to prevent further spread of debris.

**xx. Contractor Equipment:**

A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all USDOT and state regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter processing and disposal facilities.

C. The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the DMS sites to the permanent disposal sites. The listing shall include the following information:

- a. Truck and/or trailer license number.
- b. Year, make, and color of each truck and/or trailer.
- c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for debris being transported.

E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

**xxi. Emergency Road Clearance:**

Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the Owner. Payment under this item will be on an hourly basis for manpower and equipment as listed in Part II of the Price Proposal. This hourly work will only be conducted for the first 70 hours unless otherwise agreed in writing.

**xxii. Removal and Hauling of Mixed C&D and Vegetative Debris to DMS**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all mixed Vegetative and C&D Debris collected from public property and ROW. The Contractor shall haul Vegetative and C&D debris to a DMS within the community, as designated by the Owner. This material will be reduced under the C&D Grinding line item. Payment under this pay item shall be based on a per cubic yard quantity. See Item # 23 on Price Proposal Sheet.

**xxiii. Removal and Hauling of Debris Potentially Containing Asbestos to Landfill**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Debris thought to contain Asbestos Containing Materials (ACM) from public property and ROW. Contractor shall deliver this Debris directly to a final disposal site approved and directed by the Owner. Work shall be conducted in accordance with State and Federal Guidelines. Payment under this pay item shall be based on a per ton quantity. This pay item includes tipping or disposal fees. See Item #24 on Price Proposal Sheet.

**5. Indemnification:**

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Engineer, Engineer's Consultants and the officers, directors, employees, agents, and other consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by acts or omissions of the Contractor, its officers, directors, employees, agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Performance Bond
- Part C: Payment Bond
- Part D: Affidavit of Payment of Claims
- Part E: Certificate of Insurance
- Part F: Drug Free Certification

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, County personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of North Carolina which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State North Carolina as to all matters and disputes arising or to arise under this Agreement and the performance therefor, including all issues relating to liability for taxes, licenses or fees levied by

the State.

Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract, shall be brought in any court in The County of Perquimans, North Carolina.

Contractor designates the Secretary of the State of North Carolina as its agent for service of process, provided no such agent located in North Carolina is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in the County of Perquimans, North Carolina and in any said action or proceeding.

Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The County shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the County.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the County.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

The County may, at will, upon written notice to the Contractor, terminate (without prejudice to any right or remedy of the County) the whole or any portion of the Work for the convenience of the County.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The term of this contract shall be three (3) years commencing July 1<sup>st</sup> 2017. Contract has a renewal clause of two (2) additional one (1) year renewal terms. The entire term of contract, including extensions, may not exceed 5 years.

The Contractor and the County, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF:**

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

**COUNTY OF PERQUIMANS, NORTH CAROLINA**

By \_\_\_\_\_  
Frank Heath  
County Manager

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF WINFALL, NORTH CAROLINA**

By: \_\_\_\_\_  
Fred Yates  
Mayor

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF HERTFORD, NORTH CAROLINA**

By: \_\_\_\_\_  
Brandon S. Shoaf  
Town Manager

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR: CERES ENVIRONMENTAL SERVICES INC**

Signed and sealed in  
the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

1. \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PERQUIMANS COUNTY EMERGENCY SERVICES**

PO Box 563 - 159 Creek Drive  
 Hertford, NC. 27944  
 252-426- 5646 Phone  
 252-426-1875 Fax

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**ADDENDUM #1**  
**PROFESSIONAL DEBRIS REMOVAL SERVICES**  
 April 28, 2017

The following clarifications, changes, and additions shall accompany the specifications for this project:

-Clarification -While no bid bond or performance bond is required at the time of proposal submission, bank and surety references are required (see Page 28, #4, Financial Capability).

-Add – Page 9, #15 Applicability to sib-jurisdictions: – Add “The Contractor may be requested to assist with the “initial push” for roads owned by the NCDOT as well as streets in both the Town of Hertford and the Town of Winfall.

-Add – Page 9, #16 Bonding Requirements:

1. Payment and Performance Bond - As security for faithful performance; simultaneously with his/her delivery of the executed contract, the successful bidder shall furnish the County an executed bond in the amount of \$75,000 as security for faithful performance of his contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company’s document and have as surety thereon such company and companies approved by the County and authorized to transact business in the State of North Carolina.

-Clarification – Page 10 – The Contractor will be expected to include tipping/disposal fees when billing for all work as a pass through at direct cost with no markup for reimbursement. For the purpose of this bid, no tipping/disposal fees should be included.

-Add – Page 11, #2 Site Management – Locations for 2 potential debris sites:

1. Perquimans County Debris Site on Wynne Fork Road in Hertford, NC
2. Perquimans Chowan Gates (PCG) Landfill on Perrys Bridge Road in Belvidere, NC

-Add – Page 12, #11 Removal of Hazardous Hanging Limbs – Add “The contractor should be judicious when identifying and clearing disaster-related tree limbs if it is in the best interest of the applicant to have the entire tree removed.

-Add – Page 13, #13 Extraction of Hazardous Stumps – Replace “The Contractor shall backfill each stump hole flush with the surrounding ground with compatible materials.” with “The Contractor shall backfill each stump hole flush with the surrounding ground with compatible materials to include a stone base as needed.”

-Add – Page 13, #14 White Goods – Replace “Freon capture must be performed by a licensed technician.” with “Freon capture must be performed by a licensed technician provided by Contractor.”

-Clarification – Page 14, Household Hazardous Waste – Household Hazardous Waste shall be transported to the Perquimans Chowan Gates (PCG) Landfill on Perrys Bridge Road in Belvidere, NC.

-Add – Page 13, #12 Removal of Hazardous Leaning Trees – Add “If a hazardous tree or trees are located in a known historic district, or if a tree is uprooted and shows any evidence that would be of archaeological interest

(i.e. arrowheads, pottery shards, etc.) the Contractor(s) must confer with the Owner and the State Historic Preservation Society (SHPO) to ensure proper identification and preservation of North Carolina's artifacts.

-Add - Page 22, Line 22 and Line 23 - Contractor shall strike through the unit of measure currently listed as per ton and shall replace with per cubic yard (/cy).

This is a reminder that this Addendum must be acknowledged on the Contractor's Price Proposal (see Page 18).

Below is the Pre-Bid Meeting Sign-In Sheet. Per the Notice to Proposers, only those Contractors represented at the Pre-Bid Meeting are eligible to submit a bid.

Perquimans Debris Management Pre-Bid 4/12/17

NAME	COMPANY	EMAIL
Jonathan Nixon	Perg EM	jn.nixon@perquimans.com
Tony Swain	DRC EMERGENCY SVCS	TSWAIN@DRCUSA.COM
Robert Crabtree	Custom Tree Care Inc.	ggathers@CustomCare.com
Trey Edwards	D: J Enterprises, Inc.	gedwards@bell-south.net
Randy Thompson	GreenCo, LLC	rthompson@atmc.com
Jarvis Winslow	Perg. Co. EM	twinslow@perquimans.com
Dandra Kolan	Ceres Environmental	gail.hanscom@ceresenv.com
Mary Glasscock	NCEM - P.A.	mary.glasscock@nceps.com
Tommy D. Thompson	SDR	tommy@southernar.com
CHAD THOMPSON	Supreme Storm Services	<del>chad@supremestorm.com</del> cthompson@supremeindustries.com
FRANKY BROWN	Brownsland Development	Brownsland Development, Inc. @sola

END OF ADDENDUM 1

EXHIBIT "B"

CONTRACTOR'S PRICE PROPOSAL

Date May 1, 2017

Proposal of Ceres Environmental Services, Inc.  
(hereinafter called "Contractor"), authorized to do business under the laws of the state of North Carolina proposes to Perquimans County including the Towns of Hertford and Winfall, North Carolina , (hereinafter called "Owner").

The Contractor, in compliance with your invitation for proposals for:

**COUNTY/TOWNS DEBRIS REMOVAL SERVICES**

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced proposals will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work in the Contractual period of time allotted.

**This price proposal form must be completed, signed, and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.**

Contractor acknowledges receipt of the following addenda:

- Addendum 1, April 28
- \_\_\_\_\_
- \_\_\_\_\_

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under other pay items below.	0-15.9 miles	\$ <u>7.84</u> /cy
		16.0-30.9 miles	\$ <u>8.49</u> /cy
		31-60 miles	\$ <u>8.98</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or Owner.	\$ <u>1.64</u> /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER. Grinding of disaster related debris delivered to the DMS by Contractor or Owner.	\$ <u>2.65</u> /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER. Burning of disaster related debris delivered to the DMS by Contractor or Owner.	\$ <u>1.49</u> /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER. Burning of disaster related debris delivered to the DMS by Contractor or Owner.	\$ <u>0.74</u> /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER.	0-15.9 miles	\$ <u>16.17</u> /ton
		16.0-30.9 miles	\$ <u>17.98</u> /ton
		31-60 miles	\$ <u>22.47</u> /ton

7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE OWNER.	0-15.9 miles	\$ <u>12.45</u> /ton
		16.0-30.9 miles	\$ <u>14.25</u> /ton
		31-60 miles	\$ <u>17.85</u> /ton
8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles	\$ <u>8.19</u> /cy
		16.0-30.9 miles	\$ <u>8.84</u> /cy
		31-60 miles	\$ <u>10.14</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	\$ <u>2.95</u> /cy	
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER.	0-15.9 miles	\$ <u>21.75</u> /ton
		16.0-30.9 miles	\$ <u>25.00</u> /ton
		31-60 miles	\$ <u>31.50</u> /ton
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER.(NON DMS OPTION)	0-15.9 miles	\$ <u>75.96</u> /ton
		16.0-30.9 miles	\$ <u>81.81</u> /ton
		31-60 miles	\$ <u>93.51</u> /ton
12	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter at point of break and place them on public property or ROW.	\$ <u>82.00</u> /tree	

13	<p>REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) and place them on public property or ROW.</p> <p>6 inches to 11.99 inches diameter</p> <p>12 inches to 23.99 inches diameter</p> <p>24 inches to 35.99 inches diameter</p> <p>36 inches to 47.99 inches diameter</p> <p>Greater than 48 inches diameter</p>	<p>\$ <u>55.00</u> /tree</p> <p>\$ <u>115.00</u> /tree</p> <p>\$ <u>175.00</u> /tree</p> <p>\$ <u>235.00</u> /tree</p> <p>\$ <u>295.00</u> /tree</p>
14	<p>REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contractor shall backfill holes and ruts left by excavation of the stump.</p> <p>24 inches to 35.99 inches diameter</p> <p>36 inches to 47.99 inches diameter</p> <p>Greater than 48 inches diameter</p>	<p>\$ <u>175.00</u> /stump</p> <p>\$ <u>200.00</u> /stump</p> <p>\$ <u>250.00</u> /stump</p>
15	<p>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.</p>	<p>\$ <u>46.00</u> /unit</p>
16	<p>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.</p>	<p>\$ <u>3.25</u> /pound</p>
17	<p>REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property owner.</p>	<p>\$ <u>12.45</u> /ton</p>

18	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the Owner.	\$ <u>4.90</u> /lb.
19	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines.	\$ <u>75.00</u> /each
20	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by Owner.	\$ <u>29.00</u> /each
21	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the Owner.	\$ <u>1.15</u> /lb.
22	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the Owner.	0-15.9 miles     \$ <u>8.85</u> /ton CY 16.0-30.9 miles     \$ <u>9.60</u> /ton CY 31-60 miles     \$ <u>11.10</u> /ton CY
23	REMOVAL, HAULING, AND DISPOSAL OF MIXED C&D and VEGETATIVE DEBRIS FROM ROW to DMS	0-15.9 miles     \$ <u>8.19</u> /ton CY 16.0-30.9 miles     \$ <u>8.84</u> /ton- CY 31-60 miles     \$ <u>8.98</u> /ton- CY
24	REMOVAL, HAULING, AND DISPOSAL OF POTENTIAL ASBESTOS CONTAINING DEBRIS FROM ROW DIRECTLY TO LANDFILL	0-15.9 miles     \$ <u>18.32</u> /cy 16.0-30.9 miles     \$ <u>19.65</u> /cy 31-60 miles     \$ <u>20.97</u> /cy

**CONTRACTOR'S PRICE PROPOSAL – PART II**

**EQUIPMENT AND LABOR RATES**

\*\* The hourly equipment rates listed below apply only to Phase I  
emergency response clearance operations (ie., cut and toss)\*\*

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>HOURLY PRICE</b>
1.	JD 544 Wheel Loader with debris grapple	\$ 129.00
2.	JD 644 Wheel Loader with debris grapple	\$ 141.00
3.	Extendaboom Forklift with debris grapple	\$ 81.00
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ 81.00
5.	753 Bobcat Skid Steer Loader with bucket	\$ 79.00
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ 83.00
7.	30-50 H Farm Tractor with box blade or rake	\$ 85.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 110.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ 125.00
10.	JD 648E Log Skidder or equivalent	\$ 130.00
11.	CAT D4 Dozer	\$ 135.00
12.	CAT D5 Dozer	\$ 145.00
13.	CAT D6 Dozer	\$ 155.00
14.	CAT D7 Dozer	\$ 162.00
15.	CAT D8 Dozer	\$ 178.00
16.	CAT 125 – 140 HP Motor Grader	\$ 155.00
17.	JD 690 Trackhoe with debris grapple	\$ 188.00
18.	JD 690 Trackhoe with bucket and thumb	\$ 185.00
19.	Rubber Tired Excavator with debris grapple	\$ 188.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 118.00
21.	210 Prentiss Knuckleboom with debris grapple	\$ 145.00
22.	CAT 623 Self-Loader Scraper	\$ 145.00
23.	Hand-Fed Debris Chipper	\$ 105.00
24.	30 Ton Crane	\$ 195.00
25.	50 Ton Crane	\$ 275.00
26.	100 Ton Crane (8 hour minimum)	\$ 390.00
27.	40 – 60' Bucket Truck	\$ 180.00
28.	Greater than 60' Bucket Truck	\$ 192.00
29.	Fuel/ Service Truck	\$ 95.00
30.	Water Truck	\$ 85.00
31.	Portable Light Plant	\$ 31.00
32.	Lowboy Trailer with Tractor	\$ 102.00

33. Flatbed Truck	\$ 82.00
34. Pick-up Truck (unmanned)	\$ 18.00
35. Self-Loading Dump Truck with debris grapple	\$ 185.00
36. Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 73.00
37. Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 79.00
38. Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 83.00
39. Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 86.00
40. Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 92.00
41. Chainsaw (without operator)	\$ 8.00
42. Temporary Office Trailer	\$ 18.00
43. Mobile Command and Communications Trailer	\$ 39.00

All equipment rates include the cost of the operator, fuel, and maintenance and also include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

**ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. **Training and Assistance:** Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. **Preliminary Damage Assessment:** Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. **Mobilization and Demobilization:** All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. **Mobile Command Unit:** The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. **Temporary Storage of Documents:** The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- F. **Debris Planning Efforts:** The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. **Reporting and Documentation:** The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

**DISASTER MANAGEMENT AND RECOVERY MONITORING SERVICES  
AGREEMENT**

This Disaster Management and Recovery Monitoring Services Agreement (the "Contract") is entered into on \_\_\_\_\_ (the "effective date") by and between Perquimans County, North Carolina (to include the Towns of Hertford and Winfall), (the "Client") and Landfall Strategies, LLC (the "Contractor"), each of which may be referred to individually as "Party" or collectively as the "Parties."

**The Parties agree to the following:**

1. **Services.** During the Term (as defined herein), and as requested by Client with a notice to proceed and a task order, the Contractor shall provide those services listed on Attachment A, which is attached and incorporated herein (the "Services"). Services were formally and publicly solicited through a RFP, shown in Attachment D. The Services shall be invoiced on an hourly basis, in accordance with the rates in Attachment B, which is attached and incorporated herein. Client reserves the right to monitor debris removal with its own forces, personnel and resources. No amount of work to the Contractor is guaranteed by the Client
2. **Term.** The term of this Contract shall commence on the effective date as specified on the signature page ("Effective Date"), and shall be a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein, upon agreement of the Parties.
3. **Independent Contractor.** It is expressly acknowledged by the Parties that Contractor is an "independent contractor" and nothing contained in this Contract is intended, nor shall be construed, to create a partnership between the Parties, to cause either Party to be responsible in any way for the debts, liabilities, or obligations of the other Party, or to constitute an employer-employee relationship between the Parties.
4. **Insurance.** During the Term, Contractor agrees to obtain or maintain insurance coverage to insure the responsibilities assumed herein, and shall upon request by Client, provide Certificates of Insurance evidencing such coverage. These insurance requirements shall meet those minimums set forth in Paragraph 12.10 herein.
5. **Notice.** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follow:

<b>Party:</b>	PERQUIMAN COUNTY, NC	LANDFALL STRATEGIES, LLC
<b>Contact:</b>	Jonathan A. Nixon, Director	Craig Schultz, Senior Vice President
<b>Address:</b>	Perquimans County Emergency Services	7061 S. Tamiami Trail
	159 Creek Drive, P.O. Box 563	Suite B
	Hertford, NC 27944	Sarasota, FL 34231
<b>E-Mail:</b>	jnixon@perquimanscountync.gov	cschultz@landfallstrategies.com
<b>Phone:</b>	(252) 426-5646 / ext. 105	(941) 451-7472

The Parties may revise contact information at any time upon giving the other Party written notice.

7. **Compensation.** Compensation for Services shall be in accordance with the rates in Attachment B. The Client shall pay Contractor no later than thirty (30) days from the receipt of the Invoice. The compensation for Services may not be modified, unless otherwise agreed upon by the Parties in writing. The Contractor may invoice the Client no more often than once every fifteen (15) days, unless the Client agrees otherwise in writing.

8. **Termination.**

8.1 **For Cause.** The Client may terminate the Contract if (1) Contractor fails to perform under the terms of this Contract, (2) Client provides Contractor with a written notice of the default, and (3) Contractor fails to cure the default within a reasonable period. Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control of, and without the fault or negligence of, the Contractor.

8.2 **Without Cause.** Either Party may terminate this Contract without cause by providing the other Party with fifteen (15) days written notice of the termination.

8.3 **Effects of Termination.** Upon receipt of any notice of termination, Contractor shall discontinue providing Services except as otherwise provided in Section 8.1. To the extent that the termination of this Contract is not due to Contractor's breach of its obligations under the Contract, Client shall reimburse Contractor for all Services properly furnished in accordance with the requirements of this Contract up and through the date of the notice of termination (or such other time specified in the notice). Notwithstanding any other provisions in the Contract to the contrary, the Contractor shall have no further obligations under this Contract after the effective date of the termination.

9. **Indemnification/Liability.**

9.1 Contractor shall indemnify, defend, and hold harmless the Client, from losses or damages arising out of personal injury or property damage claims resulting from Contractor's negligence, or acts or omissions, in performing the Services. Contractor shall not indemnify for that portion of any losses or damages caused by the gross negligence or willful misconduct of Client.

9.3 In no event shall either Party shall be liable to the other for any special, indirect, exemplary, punitive, or consequential damages, including lost data or records, even if a Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

10. **Force Majeure.** The Contractor shall not be responsible for any delay resulting from its failure to perform if neither the fault nor the negligence of Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing if no alternate source of supply is available to Contractor. In case of any delay Contractor believes is excusable, Contractor shall notify the Client in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within 5 days after the date Contractor first had reason to believe that a delay could result. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Contractor shall continue to perform in accordance with the Contract. The Parties shall mutually determine whether additional compensation is warranted.

11. **Contingency.** Contractor acknowledges that FEMA or other federal agency assistance may be used to fund this contract. Pursuant to the terms and conditions of this Contract, Contractor shall provide Services to the Client in accordance with federal, state, and local laws, rules, and regulations, FEMA Policy and Guidance. The payment for Services shall not be contingent upon any funding amount approved, or provided by, FEMA to the Client.

12. **General Provisions.**

- 12.1 **Agreement.** This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon the Parties.
- 12.2 **Assignment** Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. An assignment by operation of law to a successor in interest of Contractor, a change of control and ownership of Contractor, and assignment by Contractor to a parent, subsidiary, or affiliate of Contractor shall not be considered an assignment requiring consent of Client.
- 12.3 **Governing Law/Venue.** This Contract shall be governed by, and construed in accordance with North Carolina law. The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state or county court in or near Perquimans County, North Carolina.
- 12.4 **Safety.** The Contractor agrees that it shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations relating to occupational safety.
- 12.5 **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Client and Contractor. The Contract may only be modified or amended upon mutual written agreement of the Parties. This provision shall apply to any change orders and any change order must be in writing and signed by both parties to this contract for the Contractor to be reimbursed for work performed under any such change orders.
- 12.6 **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 12.7 **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 12.8 **Authority.** Each person signing the Contract represents that he or she is duly authorized to do so and to bind the respective Party to the Contract.
- 12.9 **Records Retention.** The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The Client shall have access to all records, documents and information collected and/or maintained by others during the administration of the agreement, and will maintain the right to provide said information to FEMA, the Comptroller General of the United States or any other participating and authorized federal or state representatives.

- 12.10 **Insurance.** Contractor will carry, throughout the course of this contract, insurance coverage and will provide current Certificates of Insurance to the Client to verify such coverage. An umbrella liability policy may be used to cover any additional coverage.
- a. **Workers' Compensation** – The Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County/Towns and its agents, employees and officials.
  - b. **Commercial General Liability** - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
  - c. **Business Automobile Liability** - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
  - d. **Professional Liability (Errors & Omissions)** - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- 12.10 **Additional Federal Requirements.** This contract shall be subject to any additional Federal contract requirements which may be applicable as of September 26, 2016.", as found in "2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses," attached hereto as Attachment C, and incorporated into this Agreement.
- 12.11 **Payment and Performance Bond.** As security for faithful performance, upon activation of the contract for a specific project and issuance of a specific task order, Contractor may be required (at the discretion of the Client activating the contract) to furnish the Client an executed bond security for faithful performance of this contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company's document and have as surety thereon such company and companies approved by the County and authorized to transact business in the State of North Carolina. Bond amount will be based on the estimated value of the contract at time of activation, as agreed to by the Parties. Bonds will be released by the Client upon completion of the project and certification by the Contractor that no further financial debts or obligations to any suppliers of labor, services or materials pertaining to this contract or any resultant projects remain.



**ATTACHMENT A**  
**SCOPE OF WORK**

**A. DISASTER DEBRIS MONITORING SERVICES**

The Contractor shall provide disaster debris monitoring services to include the removal of debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the Client.
- b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- f. Assisting the Client with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep the Client informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the Client for processing.
- m. Assist in providing Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by Client staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.
- o. Any other related disaster debris monitoring services identified by the Client or Contractor as necessary to affect the safe and efficient FEMA compliant monitoring and documentation of disaster debris removal, including those identified in "FEMA Public Assistance Program and Policy Guide" (PAPPG V.2.0, 2017).

## **B. EMERGENCY MANAGEMENT PLANNING AND TRAINING**

As directed by the Client, the Consultant shall provide:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Assist in the development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- d. Technical support and assistance in developing public information.
- e. Other training and assistance as requested by the Client.
- f. Other reports and data as required by the Client.
- g. Other emergency management and consulting services identified and required by the Client.

## **C. PUBLIC ASSISTANCE CONSULTING SERVICES**

As directed by the Client, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet formulation, generation and review.
- h. FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- i. Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

**ATTACHMENT B  
RATE SCHEDULE**

Landfall Strategies would provide the personnel listed in the tables below, on an as needed or requested basis, at the direction of Perquimans County and/or the Towns of Hertford and Winfall.

**DISASTER MANAGEMENT AND RECOVERY MONITORING SERVICES**

Requested Debris Monitoring Personnel (scored)	Hourly Rate
Project Manager	\$ 63.00
Operations Managers	\$ 53.00
Scheduler/Expeditors	n/a
GIS Analyst	\$ 39.00
Field Supervisors	\$ 46.00
Debris Site/Tower Monitors	\$ 32.00
Environmental Specialist	\$ 39.00
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ 32.00
Field Coordinators (Crew Monitors)	\$ 32.00
Load Ticket Data Entry Clerks (QA/QC)	\$ 29.00
Billing/Invoice Analysts (part-time, as needed)	\$ 45.00
Project Coordinators	n/a

Additional Personnel Available as Needed	Hourly Rate
Data/ADMS Manager	\$ 57.00
FEMA Public Assistance Program Consultant	\$ 79.00
Emergency Management Planner/Trainer	\$ 79.00

**Notes on Rates**

- Since the County's RFP did not specifically request an electronic load ticketing system RFP, we have provided rates for traditional paper load tickets with manual data entry. If the County or Towns choose to use our Automated Debris Management System (ADMS), an additional \$3.50 per hour would apply to Supervisor, Tower, Crew and Drop-off Site Monitor rates (but Data Entry Clerks would not be required and administrative costs may be reduced).
- We would not require Schedulers/Expeditors or Project Coordinators.
- Planning and Training may be lump-sum priced rather than hourly.
- Current GSA mileage rates would be billed for resident monitors using their own vehicles.
- All non- labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed at cost without mark-up.

**COST PROPOSAL FORM**

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs such as travel, lodging, meals, materials, supplies, cellphone usage, etc. will be billed to the County/Towns at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Manager	\$ <u>63.00</u>
Operations Managers	\$ <u>53.00</u>
Scheduler/Expeditors	\$ <u>n/a</u>
GIS Analyst	\$ <u>39.00</u>
Field Supervisors	\$ <u>46.00</u>
Debris Site/Tower Monitors	\$ <u>32.00</u>
Environmental Specialist	\$ <u>39.00</u>
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ <u>32.00</u>
Field Coordinators (Crew Monitors)	\$ <u>32.00</u>
Load Ticket Data Entry Clerks (QA/QC)	\$ <u>29.00</u>
Billing/Invoice Analysts	\$ <u>45.00</u>
Project Coordinators	\$ <u>n/a</u>

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

FEMA PA Program Consultant	\$ 79.00
Disaster Management Trainer/Planner	\$ 79.00
Data/ADMS Manager	\$ 57.00

We acknowledge receipt of Addendum 1.

**ATTACHMENT C**  
**FEDERAL CONTRACT REQUIREMENTS**

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Current as of 9-26-16

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

Current as of 9-26-16

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

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and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

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U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work

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done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”**
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

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FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

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government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

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- (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally-required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

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attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

2. 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

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cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

#### 10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of



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competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.”

#### 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

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agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

## 12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:  
“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

## 13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

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will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

JK

**ATTACHMENT D**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**DISASTER MANAGEMENT AND RECOVERY MONITORING SERVICES**

Issue Date: March 20, 2017

REQUEST FOR PROPOSALS  
FOR  
DISASTER MANAGEMENT AND RECOVERY MONITORING SERVICES

Perquimans County including the Towns of Hertford and Winfall invites interested parties to submit proposals no later than 11 AM Wednesday May 3, 2017 to provide Disaster Management and Recovery Monitoring Services, to the Perquimans County Emergency Services Office. Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from:

Perquimans County Emergency Services  
159 Creek Drive  
Hertford, NC 27944

There will be a MANDATORY pre-bid meeting on Wednesday April 12, 2017 at 11 AM at the Perquimans County Emergency Services Building located at 159 Creek Drive, Hertford, NC 27944.

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is:

Jonathan Nixon  
Perquimans County Emergency Services Director  
159 Creek Drive  
Hertford, NC 27944  
252-426-7029  
[jnixon@perquimanscountync.gov](mailto:jnixon@perquimanscountync.gov)

REQUEST FOR PROPOSALS  
FOR  
DISASTER MANAGEMENT AND RECOVERY MONITORING SERVICES

**PURPOSE:**

Perquimans County including the Towns of Hertford and Winfall, henceforth known as County/Towns, is soliciting sealed proposals to provide Disaster Management and Recovery Services.

**INSTRUCTIONS TO PROPOSERS:**

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals including one (1) marked original, five (5) complete copies and an electronic copy in pdf format no later than 11 AM Wednesday April 12, 2017 to:

Perquimans County Emergency Services  
159 Creek Drive, Hertford, NC 27944.

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the Purchasing Department. The time and date for receipt of Proposals will be scrupulously observed. The County/Towns shall not be responsible for late deliveries or mail delays. All proposals will be opened publicly.

**TERMS AND CONDITIONS:**

1. The County/Towns reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County/Towns, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the County/Towns.

County/Towns reserves the right, and Perquimans County Emergency Services has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the County/Towns.

2. The County/Towns reserves the right to request clarification of information submitted and to

request additional information of one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County/Towns the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

#### 4. Bonding Requirements

1. Bid Bond - A bid bond in the amount of 5% of the highest amount bid must accompany this bid. Failure to provide the bid bond will constitute a nonresponsive bid which will not be considered. Failure to provide the required performance and payment bonds for contracts over \$25,000.00 will result in forfeiture of the 5% bid bond to the County as liquidated damages. The County reserves the option to accept the bid of any of the other bidders within ten (10) days from such default, in which case such acceptance shall have the same effect to such bidder as though he were the original, successful bidder.

2. Payment and Performance Bond - As security for faithful performance; simultaneously with his delivery of the executed contract, the successful bidder shall furnish the County an executed bond in the amount of one hundred (100%) of the accepted bid as security for faithful performance of his contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company's document and have as surety thereon such company and companies approved by the County and authorized to transact business in the State of North Carolina.

5. Proposals shall be sealed and proposers should indicate on their proposal the following:

- A. Date of Opening – May 3, 2017 at 11AM
- B. Name and Address of Proposer

6. Costs of preparation of a response to this request for proposals are solely those of the proposers. The County/Towns assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the County/Towns bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

7. The proposer receiving the award will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the County/Towns to verify such coverage.

a. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County/Towns and its agents, employees and officials.

b. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and

Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

c. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

d. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

8. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The County/Towns shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the County/Towns, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

9. It is the intent of the County/Towns to enter into a three (3) year term contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein.

**ACTIVATION/TERMINATION OF CONTRACT AT COUNTY/TOWNS DISCRETION**

In the event of a disaster, County/Towns may elect to monitor debris removal with its own forces, or activate the contract resulting from this RFP. Further, no amount of work is guaranteed under the contract, and County/Towns may terminate the contract without cause at County/Towns convenience. In such event, Contractor shall be paid for work performed through the date of termination of contract.

**QUESTIONS REGARDING THIS RFP:**

All questions or concerns regarding this Request for Proposals must be submitted in writing to Perquimans County Emergency Services, P.O. Box 563, Hertford, NC 27944 or by email to [jnixon@perquimanscountync.gov](mailto:jnixon@perquimanscountync.gov) no later than April 12, 2017. The County/Towns may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

No oral interpretation of this Request for Proposal shall be considered binding. The County/Towns shall be bound by information and statements only when such statements are written and executed under the authority of the County/Towns.

**PROPOSAL FORMAT:**

Proposers must respond in the format delineated below.

The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

**1. QUALIFICATIONS OF THE FIRM**

- a) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will not be considered unless the services were part of the prime contract between the Proposer and the local government. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
  - Recent experience demonstrating current capacity and current expertise in debris monitoring, solid waste and hazardous waste management and disposal.
  - Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
  - Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
  - Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- b) Provide at least ten references for which the firm has performed services within the past three (3) years that are similar to the requirements in the Scope of Services. Five of the references shall be from local government entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

## 2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- a) Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing disaster debris monitoring for at least five local governments involving a minimum of 500,000 cubic yards of debris for each client..
- b) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

## 3. TECHNICAL APPROACH

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County/Towns. Provide a copy of proposer's internal training program. Provide under separate cover the Proposers training manual.

## 4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the County/Towns at cost without markup.

## 5. PROVIDE SAMPLE CONTRACT

Each Proposer shall provide a sample contract.

**SELECTION CRITERIA:**

The following weighted criteria will be utilized to select the consultant awarded this contract.

Firm Qualifications	25
Qualifications on Similar Projects	20
Key Staff Project Understanding and Approach	20
Management Systems/Reporting Systems/Training Manual	10
Cost Proposal	25
<b>TOTAL</b>	<b>100</b>

## **SCOPE OF SERVICES**

### **I. BACKGROUND**

The County/Towns requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. As such, the Consultant should be capable of providing a range of related services including training, emergency planning, infrastructure restoration, and other services as needed and ordered by the County/Towns. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of North Carolina and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

### **II. SCOPE**

#### **A. DISASTER DEBRIS MONITORING SERVICES**

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County/Towns.
- b. Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
- c. Scheduling work for all team members and contractors on a daily basis.
- d. Hiring, scheduling, and managing field staff.
- e. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- f. Assisting the County/Towns with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h. Entering load tickets into a database application.
- i. Digitization of source documentation (such as load tickets).
- j. Developing daily operational reports to keep the County/Towns informed of work progress.

- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County/Towns for processing.
- m. Assist in providing Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County/Towns staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

**B. EMERGENCY MANAGEMENT PLANNING AND TRAINING**

As directed by the County/Towns, the Consultant shall provide at no additional cost:

- a. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions.
- b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- c. Assist in the development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- d. Technical support and assistance in developing public information.
- e. Other training and assistance as requested by the County/Towns.
- f. Other reports and data as required by the County/Towns.
- g. Other emergency management and consulting services identified and required by the County/Towns.

### C. PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the County/Towns, the consultant shall provide:

- a. Identification of eligible emergency and permanent work (Category A-G);
- b. Damage Assessment
- c. Assistance in attaining Immediate Needs Funding;
- d. Prioritization of recovery workload;
- e. Loss measurement and categorization;
- f. Insurance evaluation, documentation adjusting and settlement services;
- g. Project Worksheet formulation, generation and review.
- h. FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- i. Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- j. Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- k. Appeal services and negotiations;
- l. Reconstruction and long-term infrastructure planning; and
- m. Final review of all emergency and permanent work performed.

END OF SCOPE

**COST PROPOSAL FORM**

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs such as travel, lodging, meals, materials, supplies, cellphone usage, etc. will be billed to the County/Towns at cost without mark-up.

**POSITIONS**

**HOURLY RATES**

Project Manager	\$ _____
Operations Managers	\$ _____
Scheduler/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____
Project Coordinators	\$ _____

**OTHER REQUIRED POSITIONS**

Proposer may include other positions, with hourly rates and attach a job description for each position.

**ATTACHMENT E**  
**LANDFALL STRATEGIES, LLC – PROPOSAL TO PROVIDE**  
**DISASTER MANAGEMENT AND RECOVERY MONITORING SERVICES**

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUND**  
**NO. 21**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-345-005	Local Option Sales Tax	1,983	
10-410-570	Governing Body - Misc.		2,000
10-410-030	Salaries	3,700	
10-410-050	FICA	283	
10-420-020	County Manager - Salaries		2,180
10-420-061	Retiree's Hospitalization	1,580	
10-420-070	Retirement	600	
10-430-030	Elections - Board Salaries		1,015
10-430-020	Salaries	750	
10-430-070	Retirement	265	
10-450-740	Tax - Capital Outlay		1,000
10-450-030	Tax Lister/Temp Clerk		1,500
10-301-000	Ad Valorem Tax - Budget Year	18,055	
10-450-020	Salaries	8,000	
10-450-050	FICA	790	
10-450-060	Tax Group Insurance	300	
10-450-070	Retirement	2,065	
10-450-452	NCVTS - State Services	8,800	
10-450-280	Tax Refunds	600	
<b>EXPLANATION:</b> General Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
 Chairman, Board of Commissioners

\_\_\_\_\_  
 Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUND**  
**NO. 21 (CONTINUED)**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-301-010	DMV Taxes - Budget Year	25,000	
10-470-040	Legal Fees	25,000	
10-480-020	ROD - Salaries		800
10-480-060	Group Insurance		275
10-480-050	FICA		800
10-480-061	Retiree's Hospitalization	1,825	
10-480-070	Retirement	50	
10-356-000	ROD Fees	5,000	
10-480-452	Conveyance Tax	5,000	
10-356-004	State General Fund	200	
10-480-455	Senate Bill	200	
10-345-000	Local Option Sales Tax 1%	51,050	
10-500-020	Building Maint. - Salaries	3,600	
10-500-031	Contract Work	6,500	
10-500-070	Retirement	900	
10-500-050	FICA	50	
10-500-150	Maint./Repair Buildings	35,000	
10-500-160	Maint./Repair Equipment	5,000	
<b>EXPLANATION:</b> General Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUND**  
**NO. 21 (CONTINUED)**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-510-070	Sheriff - Retirement		4,405
10-510-060	Group Insurance	4,405	
10-351-000	Sheriff Fees	1,000	
10-510-450	Gun Permits	1,000	
10-301-010	DMV Taxes - Budget Year	14,130	
10-511-020	Dispatch F/T Salaries	9,000	
10-511-030	Dispatch P/T Salaries	3,200	
10-511-061	Retiree's Hospitalization	1,830	
10-511-050	FICA	100	
10-345-005	Local Option Sales Tax Rural	25,000	
10-511-741	Dispatch - Capital Outlay Equipment	25,000	
10-690-938	Drainage Study		1,200
10-530-042	Joppa Tower	1,200	
10-592-740	EMS - Capital Outlay		3,768
10-592-020	F/T Salaries		16,312
10-592-060	Group Insurance		2,000
10-592-030	P/T Salaries	16,600	
10-592-070	Retirement	5,480	
<b>EXPLANATION:</b> General Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUND**  
**NO. 21 (CONTINUED)**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-610-150	DSS - Maint. Buildings		7,306
10-610-061	Retiree's Hospitalization	5,840	
10-610-337	Adult Day Health	15	
10-610-192	Crisis Intervention	1	
10-610-070	Retirement	1,450	
10-615-051	Extension - FICA (Med)		500
10-615-080	Fringe - State		100
10-301-000	Ad Valorem Tax - Budget Year	19,800	
10-615-020	Extension - Salaries	3,000	
10-615-050	FICA	1,400	
10-615-060	Group Insurance	6,000	
10-615-070	Retirement	10,000	
10-301-000	Ad Valoren Tax - Budget Year	1,000	
10-600-040	Medical Exaiminer	1,000	
10-660-030	Senior Center - P/T Salaries		930
10-660-740	Capital Outlay		420
10-660-310	Automotive Supplies		480
10-660-160	Maint./Repair Equipment		380
10-660-020	Salaries	1,310	
10-660-070	Retirement	900	
<b>EXPLANATION:</b> General Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUND**  
**NO. 21 (CONTINUED)**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-345-005	Local Option Sales Tax	185	
10-670-070	Soil & Water - Retirement	185	
10-345-001	Local Option Tax 1/2% A	10,000	
10-682-020	School Capital (30% of 1/2)	10,000	
10-685-070	Recreation - Retirement		150
10-685-030	P/T Salaries	150	
10-347-000	ABC Bottle Revenue	1,000	
10-690-941	Mental Health Rehab	1,000	
10-301-010	DMV Taxes - Budget Year	4,000	
10-690-935	Cost Share Program	4,000	
10-850-810	HS Principal BB&T		15,740
10-850-821	HS Interest BB&T	15,740	
<b>EXPLANATION:</b> General Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**WATER FUND**  
**NO. 22**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
35-720-020	Water - Salaries		2,455
35-720-060	Group Insurance	1,255	
35-720-070	Retirement	1,200	
<b>EXPLANATION:</b> Water Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
 Chairman, Board of Commissioners

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 Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**SOLID WASTE FUND**  
**NO. 23**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
38-301-001	Landfill Fee - Budget Year	42,900	
38-750-910	Health Dept. Landfill	42,000	
38-750-031	Contract Work	900	
<b>EXPLANATION:</b> Solid Waste Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
 Chairman, Board of Commissioners

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 Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**COURT FACILITIES FUND**  
**NO. 24**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE THIS 19TH DAY OF JUNE, 2017, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2016 - 2017 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
55-348-000	Fines & Forfeitures	12,000	
55-745-452	Fines & Forfeitures	12,000	
<b>EXPLANATION:</b> Court Facilities Fund year-end entry			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 19TH DAY OF JUNE, 2017.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS THIS 19TH DAY OF JUNE, 2017.

\_\_\_\_\_  
 Chairman, Board of Commissioners

\_\_\_\_\_  
 Finance Officer

**§ 143-318.11. Closed sessions.**

(a) Permitted Purposes. - It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.
- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. - A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also

state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b).)