



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Eddie M. Buffaloe, Jr., Secretary

William C. Ray, Director

Emergency Management Disaster Relief and Mitigation Grant (DRMG) Memorandum of Agreement (MOA)

between

Grantor:

State of North Carolina
Department of Public Safety
Emergency Management

Recipient:

Town of Hillsborough
101 E. Orange Street
Hillsborough, NC 27278

MOA# NCEM-DRMG1040
NCAS Cost Center: 2E02

Award amount: \$1,000,000
Period of performance: 11/21/2021 to 6/30/2023

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to facilitate flood mitigation efforts and more specifically to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 1)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2021, *Sections 5.2(a-d), and Section 5.9(a)(3)* of Senate Bill 105 / SL 2021-180, and (2) N.C.G.S. §166A-19.12(13):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to Recipient for expenditures under this MOA will be reimbursed after Recipient's (Requests for Reimbursement) is submitted and approved for eligible scope of work activity.

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 3).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. **Conditions**

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) The following conditions must be adhered to during the entire duration of the grant program:

A. Recipient must:

i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: www.dnb.com or <http://fedgov.dnb.com/webform>. After April 4, 2022, Recipient will be required to obtain a Unique Entity Identifier created in the System for Award Management (SAM), if they do not already have one. Current SAM registrants have already been assigned their Unique Entity Identifier and can view it within SAM. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.

ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <http://www.sam.gov>. After April 4, 2022, the Unique Entity Identifier in SAM becomes the official identifier for doing business with the U.S. Government.

B. Recipient must submit the following documents to Grantor at NCEMLTR.Grant@NCDPS.gov upon execution and submission of this MOA:

i. [W-9 \(09 NCAC 03M .0202\)](#)

ii. [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)

iii. Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))

iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

C. File Retention

Recipient is required to maintain records and (invoices) of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be

retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. Regulation

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

6. Supplanting

Grant funds must be used to supplement existing federal, state and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List ([SOFL](#)) maintained by the State Office of State Budget & Management ([OSBM](#)) <https://www.osbm.nc.gov/stewardship-services/grants-management-system/suspension-funding-memos>.

8. Responsibilities

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.
- C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in [N.C.G.S. Chapter 143, Article 3, Purchases & Contracts](#).

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: NCEMLTR.Grant@ncdps.gov.
- E. Requests for Reimbursement (RFR)

Recipient must submit RFR, with all required documentation attached, to NCEM at NCEMLTR.grant@ncdps.gov. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 3.

F. Closeout Reporting Requirements

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
 - ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
 - iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
 - iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
 - v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
 - vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the

grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated, fully documented, and made part of the official project records.

iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

I. Property and Equipment. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout. Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

J. Indirect Costs. No indirect or administrative costs will be charged to this award.

K. Conflict of Interest. Per [N.C.G.S. § 143C-6-23\(b\)](#), Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when

the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. **Funding**

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. **Taxes**

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

11. **Warranty**

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any

rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.

- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>).
- Make copies of the single audit available to the public. See paragraph 15 below for audits.

13. Audit Requirements

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit (AuditGrantsReport@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (*see* [Local Government Commission](#) for more information).

14. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required

to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

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

15. Public Records Access

All information maintained by Grantor in connection with this MOA and grant award is subject to the [North Carolina Public Records Act](#), Chapter 132 of the North Carolina General Statutes and is subject to [public records requests](#) through NCDPS.

16. Contracting/Subcontracting

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

17. Situs

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

18. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

19. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

20. Entire Agreement

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

21. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

22. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

23. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 1.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award(MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

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

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran->

[divestment-Act-resources.aspx](#) and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

26. **Attachments**

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- i. Appendix 1 - Scope of Work or Grant Application
- ii. Appendix 2 - Award letter
- iii. Appendix 3 – Required Documentation for Reimbursement Request.

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

**NC Department of Public Safety
Division of Emergency Management**

**1636 Gold Star Drive
Raleigh, NC 27607**

By: _____

Date: _____

William C. Ray
Director NC Emergency Management

APPROVED AS TO FORM:

By: _____

Date: _____

William Polk
Department of Public Safety
Deputy General Counsel

Town of Hillsborough

**101 E. Orange Street
Hillsborough, NC 27278**

By: _____

Date: _____

Name: _____
Title: _____

By: _____

Date: _____

Name: _____
Title: _____

By: _____

Date: _____

Name: _____
Title: _____

Appendix 1

TOWN OF HILLSBOROUGH

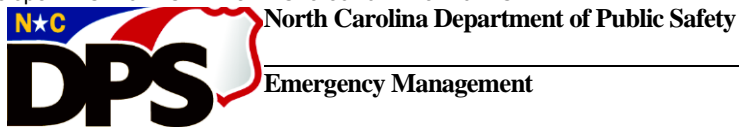
Description: Culvert Replacement on Valley Forge Rd over Cates Creek

The scope of work includes: Temporary diversion of Cates Creek, existing 96" CSP culvert removal, installation of pre-fabricated aluminum culvert/headwall/wingwall combination with 4 -90" culvert components, intermediate headwall, culvert backfill, relocation of existing water (12"), and new asphalt road installation. Throughout construction, one lane of travel must remain open for the business located west of the creek. The town also contracted for CEI services including: pre-construction bid assistance, construction administration including invoice verification and materials testing, and field inspections. Principle construction component are estimated below.

LINE ITEM	STD. ITEM NO.	SECT.	DESCRIPTION	QTY	UNIT
10	0000100000-N	800	Mobilization	1	LS
20	0000400000-N	801	Construction Surveying	1	LS
30	0036000000-R	225	Undercut Excavation	100	CY
40	0043000000-N	226	Grading	1	LS
50	0134000000-E	240	Drainage Ditch Excavation	70	CY
60	0194000000-E	265	Select Granular Material	100	CY
70	0318000000-E	300	Foundation Conditioning Mat'l, Minor Strs	50	Tons
80	0320000000-E	300	Foundation Conditioning Geotextile	130	SY
90	0360000000-E	310	12" RC Pipe Culverts, Class III	24	LF
100	0576000000-E	310	90" CS Pipe Culverts, 0.064"	360	LF
110	0995000000-E	340	Pipe Removal	252	LF
120	3628000000-E	876	Rip Rap Class I	155	Tons
130	3649000000-E	876	Rip Rap Class B	27	Tons
140	3656000000-E	876	Geotextile for Drainage	131	SY
150	1330000000-E	607	Incidental Milling	110	
160	1491000000-E	610	Asphalt Conc. Base Course, Type B25.0C	100	Tons
170	1519000000-E	610	Asphalt Conc. Surface Course, Type S9.5B	70	Tons
180	1575000000-E	620	Asphalt Binder for Plant Mix	10	Tons
190	4400000000-E	1110	Work Zone Signs (Stationary)	96	SF
200	4410000000-E	1110	Barricade Mounted Work Zone Signs	20	SF
210	4430000000-N	1130	Drums	18	EA
220	4445000000-E	1145	Barricades (Type III)	16	LF
230	5326200000-E	1510	12" Water Line	98	LF
240	5329000000-E	1510	Ductile Iron Water Pipe Fittings	860	LB
250	5558000000-E	1515	12" Valve	2	EA
260	5691700000-E	1520	18" Sanitary Gravity Sewer	309	LF
270	5775000000-E	1525	4' Diameter Utility Manhole	4	EA
280	5810000000-E	1530	Abandon 18" Utility Pipe	284	LF
290	6000000000-E	1605	Temporary Silt Fence	1,285	LF
300	6006000000-E	1610	Erosion Control Stone, Class A	35	Tons

310	6009000000-E	1610	Erosion Control Stone, Class B	30	Tons
320	6012000000-E	1610	Sediment Control Stone	30	Tons
330	6015000000-E	1615	Temporary Mulching	0.5	ACR
340	6018000000-E	1620	Seed for Temporary Seeding	100	LB
350	6021000000-E	1620	Fertilizer for Temporary Seeding	0.5	Tons
360	6024000000-E	1622	Temporary Slope Drains	200	LF
370	6029000000-E	SP	Safety Fence	200	LF
380	6030000000-E	1630	Silt Excavation	50	CY
390	6036000000-E	1631	Matting for Erosion Control	5,000	SY
400	6037000000-E	SP	Coir Fiber Mat	100	SY
410	6042000000-E	1632	1/4" Hardware Cloth	90	LF
420	6045000000-E	SP	15" Temporary Pipe	45	LF
430	6045000000-E	SP	36" Temporary Pipe	325	LF
440	6070000000-N	1639	Special Stilling Basins	2	EA
450	6084000000-E	1660	Seeding and Mulching	0.5	ACR
460	6087000000-E	1660	Mowing	0.5	ACR
470	6090000000-E	1661	Seed for Repair Seeding	50	LB
480	6093000000-E	1661	Fertilizer for Repair Seeding	0.25	Tons
490	6096000000-E	1662	Seed for Supplemental Seeding	50	LB
500	6108000000-E	1665	Fertilizer Topdressing	0.25	Tons
510	6111000000-E	SP	Impervious Dike	70	LF
520	6114500000-N	1667	Specialized Hand Mowing	10	MHR
530	6123000000-E	1670	Reforestation	0.1	ACR
540	6117500000-N	SP	Concrete Washout Structure	1	EA
550	8126000000-N		Removal of Existing Structures	255.00	LF
560	8042000000-N	402	Culvert Excavation, Sta. 12+57.75	1	LS
570	8133000000-E	414	Foundation Conditioning Material	330.00	Tons
580	8196000000-E	420	Class A Concrete (Wing Wall/Headwall)	64.80	CY
590	8245000000-E	425	Reinforcing Steel (Wing Wall/Headwall)	4,308.00	LB

Appendix 2



Roy Cooper, Governor
Eddie M. Buffalo Jr., Secretary

William C. Ray, Director

March 15, 2023

Emergency Management Disaster Relief and Mitigation Grant

North Carolina Appropriations – Senate Bill 105, Sections 5.2(a-d), and Section 5.9(a)(3)

Mr. Matt Efid
Assistant Town Manager
Town of Hillsborough
101 E. Orange St.
Hillsborough, NC 27278

Period of Performance: **11/21/2021 to 6/30/2023**
Project Title: **Valley Forge Road Culvert**
Total Amount of Award: **\$1,000,000**
MOA #: **NCEM-DRMG1040**

Dear Mr. Efid,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Disaster Relief and Mitigation Fund has been selected for funding up to the amount shown above. The final selection is conditioned on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter to NCEMLTR.grant@ncdps.gov. The following completed documents must accompany the return of the MOA:

- [W-9 \(09 NCAC 03M .0202\)](#)
- [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- Conflict of Interest Policy ([G.S. 143C-6-23.\(b\)](#))
- [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)

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

Conditions: Recipient agrees that funds will only be expended to complete the approved project not to exceed the funding amount during the designated period of performance. Recipient also agrees to comply with all terms, conditions and responsibilities specified in the MOA, and to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this grant.

Supplanting: Recipient confirms that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for this project.

Mailing Address:
4236 Mail Service Center
Raleigh, NC 27699-4236
www.ncdps.gov
www.ReadyNC.gov



Office Location:
1636 Gold Star Drive
Raleigh, NC 27607
Phone: 919-825-2500
Fax: 919-825-2685

THIS AWARD IS SUBJECT TO FINAL APPROVE BY NCDPS.

If you have any questions please contact Jeff Welker, NCEM Long-Term Recovery at 984-222-4159 or Jeffrey.Welker@ncdps.gov.

Sincerely,

William C. Ray

William C. Ray
Director, North Carolina Emergency Management

Appendix 3

Quarterly Progress Report – Form LTR002/2022
Request for Reimbursement - Form LTR003
Summary of Documentation (SOD) – Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

1. Request for Reimbursement Form
2. Current Quarterly Progress Report Form
3. Summary of Document Form (SOD)
4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

**North Carolina Division of Emergency Management
Long Term Recovery Grant Program
QUARTERLY PROGRESS REPORT**

Progress Report Period: _____ to _____

Project Title: _____ MOA #: _____

Applicant: _____

Address: _____ County: _____

Contact Person: _____ Title: _____

Phone #(s): _____ Email Address: _____

Total Project Expenditures to Date: \$ _____

1. Date of Project Approval:

2. Start Date of the Project:

3. Percent of Work Completed to Date: _____ %

4. Anticipated Completion Date:

5. Actual Completion Date:

6. Summary of progress on project for this report period: *(Provide narrative summary on a monthly basis and relate activities to project budget.)*

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

9. Status: *(Please check pertinent information).*

- Project Status
- (1) Project on schedule
 - (2) Project completed
 - (3) Project delayed
 - (4) Project canceled

- Project Cost Status
- (1) Cost unchanged
 - (2) Cost overrun
 - (3) Cost under-run

Request for Reimbursement (RFR)

Form LTR003

Grantee: _____ Identification Number: _____

Mailing Address: _____ City, Zip: _____

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approvals Office Use only (GM approval) Comment	
Total of Current Request						

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative: _____

Signature: _____

Date: _____

**NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE WORK Form LTR001**

(1) Applicant:		(2) MOA Number:	
(3) FIPS/Duns or Tax ID/EIN No.			
(5) Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	(6) Delivery Date of articles or performance services	(7) DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category	(8) Applicant Proposed Eligible Costs
Force Account Labor			
		Total	0.00
Equipment			
		Total	0.00
Materials			
		Total	0.00
Contract			
		Total	0.00
Other			
		Total	0.00
		(9) Grand TOTAL	\$0.00
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	\$0.00
Signature:			