

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: June 15, 2005

SUBJECT: State-Applicant Disaster Assistance Agreement (EWP NRCS Stream Clearance Program)

ATTACHMENTS: State-Applicant Disaster Assistance Agreement

SUMMARY OF REQUEST:

Enclosed is a copy of a "State-Applicant Disaster Assistance Agreement" between Henderson County and the State of North Carolina. If approved, this agreement will allow the County to access State matching funds for the on-going Emergency Watershed Protection (EWP) Program. As the Board will recall, the EWP Program is a 75% Federal, 25% State match program. Federal funds can only be used for construction costs. State funds are to be used for engineering and design costs. This agreement formally allows the County to access the 25% State matching funds to pay for engineering and design services.

As an update, the EWP Program is continuing to be carried-out in Henderson County. The County's engineering firm has undertaken a massive amount of design work, detailed designs for certain stream reaches are close to completion, and surveying projects are virtually finished. On June 1 and June 2, meetings were held with property owners whose land will be impacted by this program. Bids for projects along the Green River stream reach will be opened on June 21. Staff is pleased to report that the project is proceeding at an acceptable pace and actual construction will begin in the near future.

COUNTY MANAGER'S RECOMMENDATION/ACTION REQUIRED:

County staff recommends that the attached agreement be approved as presented.

APPLICANT: HENDERSON COUNTY

DISASTER: _____

EWP NRCS STREAM CLEARANCE**STATE-APPLICANT DISASTER ASSISTANCE AGREEMENT**

This Agreement made by and between the State of North Carolina, Dept. of Crime Control and Public Safety, Division of Emergency Management ("the State") and HENDERSON COUNTY, North Carolina ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by the State to the Applicant pursuant to the NRCS Stream Clearance Program under the Hurricane Recovery Act of 2005.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant's governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving State disaster grant assistance.
3. The Applicant shall use disaster assistance funds solely for the purposes for which these funds are provided pursuant to State law.
4. The Applicant is aware that all documentation and other requirements must be accomplished to the satisfaction of the State authorities before cost is incurred and reimbursement funds are released – proper documentation is critical. Assistance from the State for this program is to be the NRCS Non-Federal Share minus In-Kind plus any engineering and permitting cost reimbursement of approved eligible expenditures.
5. The Applicant shall provide the following completed documentation to the State:
 - a) Designation of Applicant's Agent;
 - b) State-Applicant Disaster Assistance Agreement;
 - c) A copy of the applicant's Emergency Watershed Protection Program Project Agreement.
 - d) Copies of invoices for any engineering and permitting cost that the applicant wish to be consider for reimbursement under this project. (Payment for the NRCS Non-Federal Share to the applicant will be made upon receipt of an approved copy of the reimbursement form 270 from NRCS.)
 - e) Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the North Carolina Division of Emergency Management. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. 87501 et. seq., and applicable North Carolina laws, rules and regulations. **The Applicant must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, the State may withhold or suspend payments under any grant award.**
7. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State agencies full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the North Carolina Division of Emergency Management, any funds advanced to the Applicant that are not supported by audit or other State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work under the guidelines of this program.
11. The Applicant shall comply with all applicable provisions of State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts under the guidelines of this program.
12. The Applicant shall comply with all applicable State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standards, and access by the physically handicapped.
13. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State funds.
14. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in State disaster assistance programs.
15. The Applicant shall notify the State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
16. The Applicant shall comply with all uniform grant administration requirements required by State statutes, rules and regulations, and Executive Orders issued by the Governor.
17. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all state requirements.

FOR THE APPLICANT:

JUNE 15, 2005

Date

56-6000307

Applicant's Federal Tax I.D.
Number (Required)

BY: _____

Signature

WILLIAM L. MOYER

Typed Name

CHAIR - BOARD OF COMMISSIONERS

Title

FOR THE STATE:

Date

BY: _____

Signature

Typed Name

Title