



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

RECEIVED
JUN 04 2021
BRUNS. CO. ADMIN.

May 27, 2021

Mr. Randell Woodruff, Town Manager
Brunswick County Government
PO Box 249
Bolivia, NC 28422

SUBJECT: Disaster Related Debris Removal Agreement ID #10893

Dear Mr. Woodruff:

Please find enclosed duplicate originals of a special Agreement for Disaster Related Debris Removal within the County's jurisdiction. As described in the Agreement, in the event of a declaration of a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency, Brunswick County will be able to remove and dispose of disaster related debris on all released State System Roads, and the Federal Emergency Management Agency (FEMA) will be able to provide reimbursement for emergency services. In the event of a future federally-declared disaster, a blank Appendix A (page at the end of the Agreement) should be filled out by County officials for each future event.

After the County has reviewed and executed both originals, please return them to my attention, within ninety (90) days. The Department of Transportation will execute the agreements and send one fully executed agreement back to the County.

If you have any questions about the content of the agreement, please contact Joshua Kellen by e-mail at jlkellen@ncdot.gov. Thank you.

Sincerely,

Tim McHugh, Contract Officer
NCDOT - Local Programs Management Office
1595 Mail Service Center
Raleigh, NC 27699-1595

Enclosures (2)

NORTH CAROLINA

**DISASTER RELATED DEBRIS REMOVAL
AGREEMENT**

BRUNSWICK COUNTY

DATE: 5/27/2021

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

WBS Element: N/A

BRUNSWICK COUNTY
GOVERNMENT

THIS SPECIAL Agreement, hereinafter referred to as "Agreement" is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Brunswick County Government, hereinafter referred to as the "Local Government," collectively referred to hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, this Agreement is made between the Department and the Local Government for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this Agreement; and,

WHEREAS, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

WHEREAS, the Local Government has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Local Government to assume these responsibilities.

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

1. For purposes of this Agreement, the following definitions shall apply:
 - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
 - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

DESCRIPTION OF WORK

2. The Local Government shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Local Government shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The Local Government shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this Agreement shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Local Government is located. The Division Engineer's decision as to the completeness of the work shall be final.

TIME FRAME

4. This Agreement shall remain in effect for five (5) years from the date of execution included herein. This Agreement may be extended for two (2) additional years, contingent upon the availability of funds, if mutually agreed upon in writing by the Parties. On behalf of the Local Government, extensions may be authorized and executed by the official as designated without further resolution of the Local Government.
5. All work pursuant to this Agreement shall be completed by a date mutually agreed to by the Division of Emergency Management (DEM), FEMA, the Department and Local Government.

REIMBURSEMENT FOR ELIGIBLE COSTS

6. The Local Government shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Local Government.

PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Local Government be responsible for removal of debris from the right of way of State Routes, the Local Government shall submit a completed Request Release of State System Roads, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the Local Government for disaster related debris removal.
8. The Department will review the Local Government's ***Request Release of State System Roads***, Form SSR-01 (attached as Appendix A) and respond in writing indicating whether the Department has approved or denied the request from the Local Government for removal of disaster related debris under the terms of this Agreement. If approved, this action will be considered the Local Government's "Notice to Proceed" with the work.
9. When the Local Government is approved for the removal of disaster related debris on State Routes under the terms of this Agreement, the Local Government will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The Local Government shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The Local Government shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this Agreement. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the Local Government is located. The Division Engineer's decision as to the completeness of the work shall be final.

ADDITIONAL PROVISIONS

12. This Agreement may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
13. This Agreement may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
14. This Agreement is solely for the benefit of the identified Parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
15. The Local Government shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
16. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Local Government certifies, that neither it nor its agents or contractors performing work included in this Agreement are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
17. The Local Government shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the Local Government in connection with the work included in this Agreement and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Agency or any Local Government performing work included in this Agreement under contract with the Local Government.
18. The Local Government is solely responsible for all agreements, contracts, and work orders entered into or issued by the Local Government for the work included in this Agreement. The Department is not responsible under this Agreement for any expenses or obligations incurred for the work included in this Agreement.
19. The Local Government agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this Agreement. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

20. In compliance with state policy, the Local Government shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
22. The Local Government and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Local Government shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
23. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Local Government shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Local Government shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Local Government's fiscal year ends.
24. The Department must approve any assignment or transfer of the responsibilities of the Local Government set forth in this Agreement to other parties or entities.
25. In no way shall it be construed or implied that either the Department or the Local Government is by this Agreement intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
26. This Agreement contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
27. The Parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
28. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this Agreement as binding as an original, and the Parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

29. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Local Government by authority duly given.

L.S. ATTEST:

AUTHORIZED OFFICIAL:

BY: _____ BY: _____

PRINT: _____ PRINT: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

56-6000278

Remittance Address:

Brunswick County Government
P.O. Box 249
Bolivia, NC
28422

Attn:
Randell Woodruff
P.O. Box 249
Bolivia, NC
28422

DEPARTMENT OF TRANSPORTATION

BY: _____

(DIVISION ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: 7/23/2021

APPENDIX A, FORM SSR-01

Request Release of State System Roads

FEMA - _____ - DR - NC

Requesting Applicant: _____

In accordance with the Agreement on file between the NCDOT and the Requesting Applicant listed above; the Local Government is hereby requesting the NCDOT to release its authority for FEMA reimbursement for emergency services to the Local Government authority for the State System Roads listed below.

Choose one:

I. ☐ Release of all State System Roads in Local Government jurisdiction;

or

II. ☐ Selected State System Roads in Local Government jurisdiction as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Local Government

Designated Agent: _____

Date _____

North Carolina Department of Transportation

Release by: _____

Title: _____

Date: _____