



North Carolina Department of Environment and Natural Resources  
Division of Purchase and Services

Beverly Eaves Perdue  
Governor

Michael G. Bryant  
Director

Dee Freeman  
Secretary

January 4, 2013

Mr. Michael Ciriello  
Kerr-Tar Regional  
Council of Government  
P.O. Box 709  
Henderson, North Carolina 27536

Dear Mr. Ciriello:

Enclosed is a fully executed copy of Contract No. 5016 between Kerr-Tar Regional Council of Government and the Department of Environment and Natural Resources for the 2012 205 (j) Water Quality Management Planning Grant Project.

Invoices or matters regarding work to be performed should be directed to the Contract Administrator, Jeffery Manning, as indicated on page three (3) of the contract document.

**Please include Contract No. 5016 on each invoice submitted for payment.**

Should you have any questions regarding the contract, you may contact me at (919) 707-8539.

Sincerely,

  
Marjorie Barber

Purchasing Agent  
Purchase and Contract Section

Enclosure

cc: Jeffrey Manning, DENR DWQ  
Jackie J. Moore, DENR Office of the Controller

**GRANT CONTRACT NO. 5016**

STATE OF NORTH CAROLINA  
 COUNTY OF WAKE

GRANTEE'S FEDERAL  
 IDENTIFICATION  
 NUMBER: \*\*-\*\*\*1491

This Contract is hereby made and entered into this **1<sup>ST</sup> DAY OF JANUARY, 2013** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **KERR-TAR REGIONAL COUNCIL OF GOVERNMENT**, (the "Grantee") (referred to collectively as the "Parties").

**1. Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 5016
- (2) General Terms and Conditions (Attachment A)
- (3) Agency's Request for Proposal (RFP) (Attachment B)
- (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)
- (5) Federal Certifications Regarding Lobbying, Debarment and Drug-Free Workplace (Attachment D)
- (6) Grant Administrative and Programmatic Conditions (Attachment E)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

**2. Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

**3. Contract Period:** This Contract shall be effective on **December 1, 2012** <sup>2<sup>012</sup> NCB</sup> and shall terminate on **September 30, 2013**

**4. Project Period:** The Grantee begins the project on **December 1, 2012**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **September 30, 2013**.

**5. Grantee's Duties:** The Grantee provides the project as described in Attachment C, 205(j) Water Quality Management Planning Grant, "Kerr-Tar Regional Council of Government Public Official Education and Outreach Program" and in accordance with the approved budget in Attachment C.

**6. Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **THIRTY THREE THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS (\$33,276.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Federal	Water Quality Management Planning 205(j)	66.545

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$33,276.00	1601	532199017	1720-7224

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

c. The Grantee's matching requirement is \$0.00, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

d. The Grantee has committed to an additional \$ to complete the project as described in Attachment \_.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is \$ 33,276.00

7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
8. **Reporting Requirements:** Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.
9. **Payment Provisions:** The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.
10. **Invoices:** The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

11. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

<b>Agency Contract Administrator:</b>
Jeffery Manning DENR Division of Water Quality 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: (919) 807-6415 Email: jeffery.manning@ncdenr.gov

<b>Grantee Contract Administrator:</b>	<b>Grantee Principal Investigator or Key Personnel</b>
Michael Ciriello Kerr-Tar Regional Council of Governments P.O. Box 709 Wake Forest, NC 27536 Telephone: (252) 436-2040 Fax: (252) 436-2055 Email: mciriello@kerrtarcoq.org	Same

12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.
13. **Supplantation of Expenditure of Public Funds:** The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for Section 205(j) Water Quality Management Planning Grant funds for services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.
14. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements;
  - b. Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
  - c. Assure adequate control of signature stamps/plates;
  - d. Assure adequate control of negotiable instruments; and
  - e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

- 15. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
- 16. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

KERR-TAR REGIONAL COUNCIL OF GOVERNMENTS

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

By Patricia S. Cox  
 Grantee's Signature or Authorized Agent

Dee Freeman  
 Dee Freeman, Secretary

By Michael G. Bryant  
 Department Head's Signature or Authorized Agent

Patricia S. Cox  
 Typed / Printed Name

Michael G. Bryant  
 Type / Printed Name

Interim Executive Director  
 Title

Director, Division of Purchase & Services  
 Title

ORIGINAL

DIVISION OF  
 PURCHASE & SERVICES  
 2012 DEC 13 AM 10 17

DIVISION OF  
 PURCHASE & SERVICES  
 2012 DEC 18 AM 10 13

General Terms and Conditions  
Governmental Entities  
May 1, 2011

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards,

agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

**Sub-grantees:** The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any third person receiving services or benefits under this Contract is an incidental beneficiary only.

### Indemnity

**Indemnification:** In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

### Default and Termination

**Termination by Mutual Consent:** Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

### Confidentiality

**Confidentiality:** As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

### Oversight

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

**Record Retention:** The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

**Time Records:** The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Care of Property:** The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

**Travel Expenses:** All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

([http://www.osbm.state.nc.us/files/pdf\\_files/BudgetManual.pdf](http://www.osbm.state.nc.us/files/pdf_files/BudgetManual.pdf))

**Sales/Use Tax Refunds:** If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

**Recycled Paper:** The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

**Sovereign Immunity:** The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

**Gratuities, Kickbacks or Contingency Fee(s):** The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

**Lobbying:** The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

**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). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

## Application for Clean Water Act, Section 604(b)/205(j) Grant FY 2012



North Carolina Department of Environment and Natural Resources  
North Carolina Division of Water Quality

<b>1a. Project Title</b>	
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<b>1b. Overview (In a nutshell, the COG with this project proposes to...)</b>	
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<b>2a. Grantee Primary Contact or Project Manager <sup>1</sup></b>					
<b>Name</b>					
<b>Title</b>					
<b>Organization</b>					
<b>E-mail</b>					
<b>Address</b>					
<b>City</b>		<b>State</b>		<b>Zip</b>	
<b>Telephone</b>		<b>Fax Number</b>			

<sup>1</sup> A Statement of Qualifications must be provided in Section 2d. below.

<b>2b. Grantee Execution Address (where contract will be mailed for signature)</b>					
<b>Name</b>					
<b>Title</b>					
<b>Organization</b>					
<b>E-mail</b>					
<b>Address</b>					
<b>City</b>		<b>State</b>		<b>Zip</b>	
<b>Telephone</b>		<b>Fax Number</b>			
<b>Federal Tax ID Number</b>					

<b>2c. Grantee Payment Address (where invoice payments will be mailed)</b>	
<b>Name</b>	
<b>Title</b>	
<b>Organization</b>	

<b>E-mail</b>			
<b>Address</b>			
<b>City</b>	<b>State</b>	<b>Zip</b>	
<b>Telephone</b>	<b>Fax Number</b>		

2d. Required Statement of Qualifications (To confirm that anyone involved in the proposed project is qualified to do so. Include in the statement any past and/or ongoing 205J grant-funded projects.)

*Any other Key Contributors or staff:*

**3. Grant Funds Requested**

205J Grant Funds Requested	\$	
Any other Funds necessary to complete?	\$	(source and are these funds secured?)
Total Project Cost	\$	

**4. General Goal of Project (Must meet at least one Clean Water Act, Section 604(b)/205(j) requirement for use of funds).**

Check all that are applicable √	Determine the nature, extent, and cause of water quality problem(s)	Identify most cost effective and locally acceptable facility and non-point source measures to meet and maintain water quality standards	Develop implementation plan to obtain state and local financial and regulatory commitments to implement measures identified

5.	<b>Project Start Date</b>	(not before Nov 1, 2012 for this grant cycle)	<b>Project End Date</b>	(grant-funded work must be completed by September 30, 2013)
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<b>6. Project Coverage Area</b>		
(Include all COG(s) involved) (Is there a specific watershed name that applies to the area?)	Results could be applicable statewide (Yes/No)	
	Site Specific only (Yes/No)	
River Basin(s)		
Watershed Hydrologic Unit(s)		
303(d) listed water? (yes or no, define if yes)	Yes or No	(Define what use it's 303(d) listed for here/year listed) (Best to use 2010 IR and 2012 draft IR)
303(d) List Assessment Unit Number(s)		
County(ies)		
<p><i>7. Does this proposal address any need(s) identified in a DWQ Basinwide Water Quality Plan? If yes, please reference the need, plan date, and page number. Describe how this proposal is consistent with recommendations/findings/information gaps identified by the Basinwide Water Quality Plan and/or is useful to water quality planning efforts.</i></p>		
(Basin Plan name here)	(Date of Basin Plan here)	(Describe here how your proposal is consistent with any Basin Plan recommendation)

<p><b>8a. In general, this project will further examine the following potential pollution sources (check all that apply):</b> Copy and paste this check mark: <input checked="" type="checkbox"/></p>			
<input type="checkbox"/>	Agriculture	<input type="checkbox"/>	Waste Disposal (includes onsite systems)
<input type="checkbox"/>	Construction	<input type="checkbox"/>	Hydrologic Modification
<input type="checkbox"/>	Silviculture	<input type="checkbox"/>	Marina and Recreational Boating
<input type="checkbox"/>	Urban Runoff/Stormwater	<input type="checkbox"/>	Groundwater Loading
<input type="checkbox"/>	Resource Extraction	<input type="checkbox"/>	Natural Sources
<input type="checkbox"/>	Habitat Modification (drainage/filling wetlands, streambank destabilization)	<input type="checkbox"/>	Other, specify:
<p><b>8b. In general, this project will involve the following specific pollutants (check all that apply):</b> Copy and paste this check mark: <input checked="" type="checkbox"/></p>			
<input type="checkbox"/>	Nitrogen	<input type="checkbox"/>	pH
<input type="checkbox"/>	Phosphorus	<input type="checkbox"/>	Alterations
<input type="checkbox"/>	Sedimentation	<input type="checkbox"/>	Pathogens/Bacteria
<input type="checkbox"/>	Metals	<input type="checkbox"/>	Pesticides
<input type="checkbox"/>	Oil and Grease	<input type="checkbox"/>	Temperature
<input type="checkbox"/>	Oxygen-Demanding	<input type="checkbox"/>	Other, specify:

**9. QAPP:** If this proposal will be carrying out water quality monitoring, a QAPP will need to be established or already in place. Your COG may already have a QAPP approved. Please provide detail here. For a QAPP template and instructions

for developing a QAPP, visit:  
<http://portal.ncdenr.org/web/wg/ps/nps/319program> or  
<http://www.epa.gov/QUALITY/g5-docs/g5-final.pdg>  
 A QAPP is required prior to sampling.

**10a. BUDGET: FUNDING REQUESTED (GRANT FUND PORTION ONLY). Do not include the budget information for any additional funds besides 604(b)/205(j) here. Only identify other funds in #3 above.**

Budget Categories	Amount of Grant Funds only	Explanation (justify each budget line item)
Personnel/Salary		
Fringe Benefits		
Supplies		
Equipment		
Travel/Transportation		
Contractual		
Other-		
Total Direct		
Indirect (max. 10% of direct costs, per 40 CFR 35.268)		
Totals		

**10b. Budget Details (604(b)/205(j) grant funds only)**

	Project Management	Inventory, Evaluate or Determine	Education, Training or Outreach	Monitoring	Technical Assistance	Other	Total
Personnel							
Fringe Benefits							
Supplies							
Equipment							
Travel							
Contractual							
Other							
Operating							
Total							

11. Project Plan Schedule			
Time Period/Date	Task / Milestone (list specific action(s) that lead to output(s) or outcome(s) achieved during each quarter)	Deliverable (output(s) or outcome(s) achieved during each quarter) (include quarterly invoice)	Anticipated Amount <sup>3,4</sup> %, \$
First Quarter Ending Dec 31,			

<b>2012</b>			
<b>Second Quarter Jan-Mar 2013</b>		(include quarterly invoice)	%, \$
<b>Third Quarter Apr-Jun 2013</b>		(include quarterly invoice)	%, \$
<b>Fourth Quarter Ending Sep 30, 2013</b>		(include quarterly invoice) (include Final Project Report)	% (must be at least 10%), \$

<sup>3</sup> Please show percent of grant spent that quarter and anticipated dollar amount for reimbursement. Unused funds carry forward to next quarter. Invoices cannot exceed budgeted amount.

<sup>4</sup> 10% of grant will be held until receipt of Final Project Report.

**12. Project Need and Abstract, including background and goals of project.**

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**13. Narrative, detailed description of the project. You may use an outline. (Note: if project entails developing a Watershed Restoration Plan, then also complete section 15.)**

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**14. Stakeholder Involvement (Name and explain each group's role in the project.)**

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**15. Preferred for Projects Developing a Watershed Restoration Plan, they should include EPA's 9 Key Elements for Watershed Restoration Plans. (This is not required, but is preferred for restoration projects.)**

1	An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the watershed
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2	A description of the NPS management measures that will need to be implemented to achieve load reductions as well as to achieve other watershed goals identified in the watershed based plan
3	An estimate of the load reductions expected for the management measures
4	An estimate of the amount of technical and financial assistance needed associated costs and or sources and authorities that will be relied upon, to implement the plan
5	An information/education component that will be used to enhance public understanding of the project
6	A schedule for implementing the NPS management measures identified in this plan that is reasonably expeditious
7	A description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented
8	A set of criteria that can be used to determine whether loading reductions are being achieved overtime and substantial progress is being made towards attaining water quality standards
9	A monitoring component to evaluate the effectiveness of the implementation efforts over time measured against the criteria established under item 8.

\*\* Use additional pages as necessary

If you have questions or need assistance filling out the application, please do not hesitate to contact: Jeff Manning (919) 807-6415 / [jeff.manning@ncdenr.gov](mailto:jeff.manning@ncdenr.gov) with NC DENR, Division of Water Quality's Planning Section.

**NOTE:**

If your proposal is awarded a Section 604(b)/205(j) Grant, your COG's office will be asked for the following items in order to establish a contract to carry out the project and to enable invoicing to DWQ for the costs of the project. DWQ recommends that you have the following items ready to be emailed, and this will help expedite the contracting process. No work can be paid for before the official contract is in place between the State and the COG. The items the State will need to set up the contract are:

1. Conflict of Interest Policy
2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
3. Certification Regarding Drug-Free Workplace Requirements
4. EPA Preaward Compliance Review Report for All Applicants Requesting Federal Financial Assistance
5. EPA Lobbying and Litigation Certification for Grants and Cooperative Agreements
6. Statement of Tax Status

**Evaluation Criteria for Review of Submitted Proposals:**

Proposals will be reviewed and evaluated based on the following criteria:

1. Merit
  - a. Projects that provide relevancy to the Basinwide Planning Program and are consistent with any findings, recommendations or gaps identified by a Basinwide Planning Document. Basinwide Plans are located online at <http://portal.ncdenr.org/web/wq/ps/bpu/basin>
  - b. Projects that address current basin "Action Plans" or needs, as identified within a Basinwide Plan.
  - c. Projects that address the most recent Integrated Report/303(d) listings (using 2010 and draft 2012 lists).
  - d. For planning restoration projects, projects that apply steps of watershed planning consistent with EPA guidance in *Handbook for Developing Watershed Plans to Restore and Protect Our Waters* ([http://www.epa.gov/owow/NPS/watershed\\_handbook/pdf/handbook.pdf](http://www.epa.gov/owow/NPS/watershed_handbook/pdf/handbook.pdf)).
  - e. Projects that have measurable results proposed:
    - (1) Assessment and planning projects are well-defined and will be directly actionable in the next phase of the overall initiative.
    - (2) Assessment methods are sound and suited to proposed deliverables.
  - f. Proposals that demonstrate preparedness and momentum by:
    - (1) Completeness and clarity of the proposal.

- (2) Demonstration of readiness to begin work on the project.
  - (3) Continuation of (own or others) successful work or contributing to/partnering with ongoing projects by other funding sources (such as the Clean Water Management Trust Fund, Ecosystem Enhancement Program, Section 319, Ag Cost-Share, EQUIP, State Revolving Fund, etc.)
  - (4) Commitments (if any, such as from partners or co-funding) secured.
  - g. Application is Accurate and Complete
    - (1) Application filled out completely and accurately.
    - (2) Information clear and concise.
    - (3) Purpose and outputs clearly stated, defined and relevant.
  - h. Results that are transferable to restoration work in other areas of the state.
  - i. Previously funded project by applicant or collaborator achieved measurable success.
2. Capabilities
- a. Applicant must be capable of carrying out proposed activities and provided a Statement of Qualifications with application.
  - b. Broad stakeholder support is preferred.
3. Budget and Timeline
- a. Funding request must be appropriate to work proposed.
  - b. Projects are to be completed by Sep 30, 2013.
  - c. Percent of indirect costs must be less than or equal to 10.5%, per DENR policy.

#### **Reimbursement Requirements**

Timely Quarterly Reports on accomplishments and for reimbursement are required. Those reports should include contract number, time period covered, contact name and contact information, reimbursement details, description of any problems encountered, and an invoice.

## Application for Clean Water Act, Section 604(b)/205(j) Grant FY 2012



North Carolina Department of Environment and Natural Resources  
North Carolina Division of Water Quality

<b>1a. Project Title</b>	<b>Region K Public Official Education and Outreach Program</b>
<b>1b. Overview (In a nutshell, the COG with this project proposes to...)</b>	To ensure that elected officials in Region K better understand, communicate and are able to make informed decisions regarding water quality data, policies, practices, and regulations, including how to obtain state and local financial and regulatory commitments to implement those measures and to determine the nature, extent and cause of water quality problems in various areas of our region, we propose an intensive public official education program that will allow those officials to more fully understand the nature and extent of those programs, plans and monitoring activities. Without a better, clearer, understanding of the issues; the opportunities and constraints, communicated in layman's terms, local involvement and proactive measures to protect and enhance water quality in rural areas will remain a tremendous challenge. This project could become a spring board for use in other rural areas.

<b>2a. Grantee Primary Contact or Project Manager <sup>1</sup></b>					
<b>Name</b>	Michael Ciriello				
<b>Title</b>	Director of Planning				
<b>Organization</b>	Kerr-Tar Regional Council of Governments				
<b>E-mail</b>	mciriello@kerrtarcog.org				
<b>Address</b>	P. O. Box 709				
<b>City</b>	Henderson	<b>State</b>	North Carolina	<b>Zip</b>	27536
<b>Telephone</b>	252-436-2040	<b>Fax Number</b>	252-436-2055		

<sup>1</sup> A Statement of Qualifications must be provided in Section 2d below.

<b>2b. Grantee Execution Address (where contract will be mailed for signature)</b>					
<b>Name</b>	Ms. Patricia S. Cox				
<b>Title</b>	Interim Executive Director				
<b>Organization</b>	Kerr-Tar Regional Council of Governments				
<b>E-mail</b>	dcox@kerrtarcog.org				
<b>Address</b>	P. O. Box 709				
<b>City</b>	Henderson	<b>State</b>	North Carolina	<b>Zip</b>	27536
<b>Telephone</b>	252-436-2040	<b>Fax Number</b>	252-436-2055		
<b>Federal Tax ID Number</b>	56-0961491				

<b>2c. Grantee Payment Address (where invoice payments will be mailed)</b>					
<b>Name</b>	Ms. Patricia S. Cox				
<b>Title</b>	Interim Executive Director				
<b>Organization</b>	Kerr-Tar Regional Council of Governments				
<b>E-mail</b>	dcox@kerrtarco.org				
<b>Address</b>	P. O. Box 709				
<b>City</b>	Henderson	<b>State</b>	North Carolina	<b>Zip</b>	27536
<b>Telephone</b>	252-436-2040		<b>Fax Number</b>	252-436-2055	

**2d. Required Statement of Qualifications (To confirm that anyone involved in the proposed project is qualified to do so. Include in the statement any past and/or ongoing 205J grant-funded projects.)**

Michael Ciriello, Planning Director and Richard Seekins, Director of Community and Economic Development, both have extensive experience in operating water quality and government official liaison programs.

Mr. Ciriello has a master's degree in landscape architecture from North Carolina State University. He has worked in water resource planning and permitting for Mountain Island Lake in the Charlotte region before coming to the Kerr-Tar region. Mr. Ciriello and his department has worked with the Upper Neuse River Basin Association and with local governments impacted by the new Falls Lake storm water rules to review and implement these rules.

Mr. Seekins has worked extensively on governance of the Roanoke River Basin and its Bi-State Commission, with the Upper Neuse River Basin Association, the Tar-Pamlico Water Quality Modeling program, and the Albemarle-Pamlico Basin Scenario Workshop Program, and coordinated the 205J ARRA Roanoke Bi-State Commission Policy Establishment Grant Program.

*Any other Key Contributors or staff:* This project anticipates hiring two consultants, one with water quality expertise, and one with public education / public relations background.

<b>3. Grant Funds Requested</b>		
205J Grant Funds Requested	\$	33,276.00
Any other Funds necessary to complete?	\$	7100.00 of program funds already in COG (Economic Development and Planning Department funds 2012-13 Budget
Total Project Cost	\$	40,376.00

**4. General Goal of Project (Must meet at least one Clean Water Act, Section 604(b)/205(j) requirement for use of funds).**

Check all that are applicable v	v	v	v
	Determine the nature, extent, and cause of water quality problem(s).	To identify most cost effective and locally acceptable facility and non-point source measures to meet and maintain water quality standards requires local staff, elected officials and the public have a fundamental understanding of the science, policy, and regulations associated with water quality. This grant will help us to introduce staff and elected officials and ultimately, the general public	A better educated staff and elected officials will help to secure local financial and regulatory commitments either required or perhaps initiated locally and voluntarily to remediate or prevent degradation.

<b>5.</b>	<b>Project Start Date</b>	December 1, 2012	<b>Project End Date</b>	September 30, 2013
<b>6. Project Coverage Area</b>				

(Include all COG(s) involved) This included the Kerr-Tar COG only. (Is there a specific watershed name that applies to the area?)		Results could be applicable statewide (Yes/No)	Site Specific only (Yes/No)
		YES	NO
River Basin(s)	Neuse, Tar-Pamlico and Roanoke		
Watershed Hydrologic Unit(s)	Subbasins 03010106, 03010102, 03010103, 03010104, 030401		
303(d) listed water? (yes or no, define if yes)	Yes	Review of 2010 and 2012 IR AU lists	
303(d) List Assessment Unit Number(s)	All located in the subbasins located in the counties programmed below.		
County(ies)	Franklin, Granville, Person, Vance and Warren Counties		
<p><b>7. Does this proposal address any need(s) identified in a DWQ Basinwide Water Quality Plan? If yes, please reference the need, plan date, and page number. Describe how this proposal is consistent with recommendations/findings/information gaps identified by the Basinwide Water Quality Plan and/or is useful to water quality planning efforts.</b></p>			
Roanoke River Basin Plan	2012	Roanoke River Basin Plan: "Basinwide Needs", ES.16.	
Tar-Pamlico Plan	2010	Tar-Pamlico River Basin Plan Summary: "Action Plan" Recommendations and Goals, p. 8	
Neuse River Basin Plan	2009	Neuse River Basinwide Water Quality Plan: "DWQ Recommendations"	
<p><b>8a. In general, this project will further examine the following potential pollution sources (check all that apply):</b> Copy and paste this check mark: <input checked="" type="checkbox"/></p>			
<input checked="" type="checkbox"/>	Agriculture	<input checked="" type="checkbox"/>	Waste Disposal (includes onsite systems)
<input checked="" type="checkbox"/>	Construction	<input checked="" type="checkbox"/>	Hydrologic Modification
<input checked="" type="checkbox"/>	Silviculture	<input checked="" type="checkbox"/>	Marina and Recreational Boating
<input checked="" type="checkbox"/>	Urban Runoff/Stormwater	<input checked="" type="checkbox"/>	Groundwater Loading
<input checked="" type="checkbox"/>	Resource Extraction	<input checked="" type="checkbox"/>	Natural Sources
<input checked="" type="checkbox"/>	Habitat Modification (drainage/filling wetlands, streambank destabilization)		Other, specify:
<p><b>8b. In general, this project will involve the following specific pollutants (check all that apply):</b> Copy and paste this check mark: <input checked="" type="checkbox"/></p>			
<input checked="" type="checkbox"/>	Nitrogen	<input checked="" type="checkbox"/>	pH
<input checked="" type="checkbox"/>	Phosphorus	<input checked="" type="checkbox"/>	Alterations
<input checked="" type="checkbox"/>	Sedimentation	<input checked="" type="checkbox"/>	Pathogens/Bacteria
<input checked="" type="checkbox"/>	Metals	<input checked="" type="checkbox"/>	Pesticides
<input checked="" type="checkbox"/>	Oil and Grease	<input checked="" type="checkbox"/>	Temperature
	Oxygen-Demanding		Other, specify:
<p><b>9. QAPP:</b> If this proposal will be carrying out water quality monitoring, a QAPP will need to be established or already in place. Your COG may already have a QAPP approved. Please provide detail here. For a QAPP template and instructions for developing a QAPP, visit: <a href="http://portal.ncdenr.org/web/wg/ps/nps/319program">http://portal.ncdenr.org/web/wg/ps/nps/319program</a> or Not Applicable to this Grant <a href="http://www.epa.gov/QUALITY/g5-docs/g5-final.pdf">http://www.epa.gov/QUALITY/g5-docs/g5-final.pdf</a> A QAPP is required prior to sampling.</p>			
<p><b>10a. BUDGET: FUNDING REQUESTED (GRANT FUND PORTION ONLY).</b> Do not include the budget information for any additional funds besides 604(b)/205(j) here. Only identify other funds in #3 above.</p>			

Budget Categories	Amount of Grant Funds only	Explanation (justify each budget line item)
Personnel/Salary	\$2,344	5% of Salary of M. Ciriello
Fringe Benefits	\$1,562	Includes insurances, leave and other fringe benefits
Supplies	\$2,879	Office Supplies and meeting materials
Equipment	-0-	
Travel/Transportation	\$825	1,500 miles @ \$.55/mile
Contractual	\$23,000	
Other-	\$500	Meeting expenses
<b>Total Direct</b>	<b>\$31,110</b>	
Indirect (max. 10% of direct costs, per 40 CFR 35.268)	\$2,166	
<b>Totals</b>	<b>\$33,276</b>	

10b. Budget Details (604(b)/205(j) grant funds only)							
	Project Management	Inventory, Evaluate or Determine	Education, Training or Outreach	Monitoring	Technical Assistance	Other	Total
Personnel	\$1,172		\$1,172				
Fringe Benefits	\$781		\$781				
Supplies	\$1439.50		\$1439.50				
Equipment							
Travel	\$412.50		\$412.50				
Contractual			\$23,000				
Other			\$500				
Operating-Indirect	\$1,083		\$1,083				
<b>Total</b>	<b>\$4,888</b>		<b>\$28,388</b>				

11. Project Plan Schedule			
Time Period/Date	Task / Milestone (list specific action(s) that lead to output(s) or outcome(s) achieved during each quarter)	Deliverable (output(s) or outcome(s) achieved during each quarter)	Anticipated Amount <sup>3,4</sup>
First Quarter Ending Dec 31, 2012	Orient local leaders; solicit and select consultants; Begin design of workshops	(include qtr'ly invoice) Have consultants hired and workshops designed	16.9% , \$5624
Second Quarter Jan-Mar 2013	Manage program; provide workshops on understanding and deciding on cost effective and locally acceptable measures to maintain water quality standards	(include qtr'ly invoice) complete first series of workshops	27.7%, \$9217
Third Quarter Apr-Jun 2013	Manage program; provide workshops on development of an understandable plan to obtain state and local funding and regulatory commitments	(include qtr'ly invoice) complete second series of workshops	27.7%, \$9217
Fourth Quarter	Manage program, provide workshops on	(include qtr'ly invoice)	27.7% \$9217

Ending Sep 30, 2013	understanding the cause and extend of water quality problems in various areas of our region; complete final report	complete third set of workshops and complete final report	
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<sup>3</sup> Please show percent of grant spent that quarter and anticipated dollar amount for reimbursement. Unused funds carry forward to next quarter. Invoices cannot exceed budgeted amount.

<sup>4</sup> 10% of grant will be held until receipt of Final Project Report.

<b>12. Project Need and Abstract, including background and goals of project.</b>	
Project need has been determined by demonstrated lack of understanding of water quality extent, monitoring, and mitigation issues by local leaders and decision-makers in previously provided programs. The goal of the project is to plan and provide a series of workshops to local elected officials and decision-makers (such as managers) which will accomplish three goals: a) allow them to better understand and make decisions about water quality standards; b) provide them with the tools and knowledge that will allow them to develop understandable implementation plans to measure, mitigate and improve water quality standards; and c) to allow those elected officials and decision makers to gain a better understanding of the cause and extent of water quality problems in various areas of our region.	
<b>13. Narrative, detailed description of the project. You may use an outline. (Note: if project entails developing a Watershed Restoration Plan, then also complete section 15.)</b>	
The project will retain consultants to identify and plan workshops necessary to accomplish the three goals listed in No. 12. The project will include hiring the consultants and working with them during the first quarter to design a three-phased series of workshops to meet the three goals identified above. The workshop will be designed to be offered throughout the five-county region and at various times of the day so that a maximum attendance will be achieved. Each of the next three quarters will include provision of one phase of the workshops, so that at the end of the year, the leadership of each governmental entity in the region will be intellectually equipped to understand water quality issues and to prepare and implement plans to assure maintenance and improvement of water quality in various parts of our region.	
<b>14. Stakeholder Involvement. (Name and explain each group's role in the project.)</b>	
The Kerr-Tar COG will coordinate and develop the workshops described above, and each of the 5 counties and 16 municipalities that are stakeholders in the process will commit at least one elected and one appointed leader of its governmental entity to participate in the series of workshops.	
<b>15. Preferred for Projects Developing a Watershed Restoration Plan, they should include EPA's 9 Key Elements for Watershed Restoration Plans. (This is not required, but is preferred for restoration projects.)</b>	
1	An identification of the causes and sources or groups of similar sources that will need to be controlled to achieve the load reductions estimated in the watershed
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3	An estimate of the load reductions expected for the management measures
4	An estimate of the amount of technical and financial assistance needed associated costs and or sources and authorities that will be relied upon, to implement the plan
5	An information/education component that will be used to enhance public understanding of the project
6	A schedule for implementing the NPS management measures identified in this plan that is reasonably expeditious
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  - a. Projects that provide relevancy to the Basinwide Planning Program and are consistent with any findings, recommendations or gaps identified by a Basinwide Planning Document. Basinwide Plans are located online at <http://portal.ncdenr.org/web/wq/ps/bpu/basin>
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  - c. Projects that address the most recent Integrated Report/303(d) listings (using 2010 and draft 2012 lists).
  - d. For planning restoration projects, projects that apply steps of watershed planning consistent with EPA guidance in *Handbook for Developing Watershed Plans to Restore and Protect Our Waters* ([http://www.epa.gov/owow/NPS/watershed\\_handbook/pdf/handbook.pdf](http://www.epa.gov/owow/NPS/watershed_handbook/pdf/handbook.pdf)).
  - e. Projects that have measurable results proposed:
    - (1) Assessment and planning projects are well-defined and will be directly actionable in the next phase of the overall initiative.
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    - (3) Continuation of (own or others) successful work or contributing to/partnering with ongoing projects by other funding sources (such as the Clean Water Management Trust Fund, Ecosystem Enhancement Program, Section 319, Ag Cost-Share, EQUIP, State Revolving Fund, etc.)
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    - (1) Application filled out completely and accurately.
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  - h. Results that are transferable to restoration work in other areas of the state.
  - i. Previously funded project by applicant or collaborator achieved measurable success.
2. Capabilities

- a. Applicant must be capable of carrying out proposed activities and provided a Statement of Qualifications with application.
  - b. Broad stakeholder support is preferred.
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- a. Funding request must be appropriate to work proposed.
  - b. Projects are to be completed by Sep 30, 2013.
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#### **Reimbursement Requirements**

Timely Quarterly Reports on accomplishments and for reimbursement are required. Those reports should include contract number, time period covered, contact name and contact information, reimbursement details, description of any problems encountered, and an invoice.

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below. Applicants should also review the instructions for certification included in the regulations before completing this form, signature on this form provides for compliance with certification requirements implementing Federal Executive Order 12549 and guidance issued in the *Federal Register*, Volume 70, No. 168, pages 51863 through 51880 for "Government wide Debarment and Suspension (Nonprocurement)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant or cooperative agreement.

**1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, for prospective participants in primary covered transactions:

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (1) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT/GRANTEE	GRANT NUMBER AND PROJECT NAME
Vance County <i>Key Tar Regional Council of Governments</i>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<i>Patricia S. Cox, Interim Executive Director</i> <i>Danny W. Wright, Chairman of the Vance County Board of Commissioners</i>	
SIGNATURE	DATE <del>11-15-2010</del>
<i>Patricia S. Cox</i>	<i>12-12-2012</i>

**Instructions for Certifications Regarding Debarment, Suspension and Other Responsibility Matters**

1. By signing and submitting this form, the prospective participant is providing the certification set out on the Certification Regarding Debarment, Suspension and Other Responsibility Matters" in accordance with these instructions.
2. Consequences of False Certification - The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. Errors in Certifying. - The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. Definitions and Further Guidance - The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations or you may refer to the *Federal Register*, Vol. 70, No. 168, pages 51863 -51880.
5. Certification Extends to Subcontractors - The prospective participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. Certification Included in Subcontracts - The prospective participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. Reliance on Certification - A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transition, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. New System of Records Not Required - Nothing contained in the foregoing should be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Consequences for Use of Ineligible Subgrantees - Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  Assistance Amendment	GRANT NUMBER (FAIN): 00477111 MODIFICATION NUMBER: 3 PROGRAM CODE: C6	DATE OF AWARD 05/24/2012
		TYPE OF ACTION Augmentation: Increase	MAILING DATE 05/31/2012
		PAYMENT METHOD: ACH	ACH# 40192
		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT TYPE: State		PAYEE: 1601 Mail Service Center Raleigh, NC 27699-1611	
RECIPIENT: North Carolina DENR 1601 Mail Service Center Raleigh, NC 27699-1611 EIN: 56-6000372			
PROJECT MANAGER Larry Sutton 1601 Mail Service Center Raleigh, NC 27699-1611 E-Mail: larry.sutton@ncdenr.gov Phone: 919/807-6320	EPA PROJECT OFFICER Tina Lamar 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Lamar.Tina@epa.gov Phone: 404-562-9323	EPA GRANT SPECIALIST Sherry Miles Grants Management Office E-Mail: miles.sherry@epa.gov Phone: 404-562-8396	
PROJECT TITLE AND EXPLANATION OF CHANGES Water Quality Management Planning			
This action approves an increase of funds (Incremental) in the amount of \$158,000 to the State of North Carolina to support various planning and management activities that lay the groundwork for protection and/or restoration of watersheds. The project will increase involvement and awareness of water quality; provide long term planning to prevent negative water quality impacts and increase cooperation between state and local agencies.			
BUDGET PERIOD 10/01/2010 - 09/30/2013	PROJECT PERIOD 10/01/2010 - 09/30/2013	TOTAL BUDGET PERIOD COST \$928,804.00	TOTAL PROJECT PERIOD COST \$928,804.00
<b>NOTICE OF AWARD</b>			
Based on your application dated 07/08/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$158,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$928,804. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS  61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS  U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shirley White Grayer - Grants Management Officer			DATE 05/24/2012
<b>AFFIRMATION OF AWARD</b>			
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION			
SIGNATURE 	TYPED NAME AND TITLE Dee A. Freeman, Secretary	DATE 5/31/12	

Budget Summary Page: NC DENR

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$215,107
2. Fringe Benefits	\$62,919
3. Travel	\$43,375
4. Equipment	\$5,000
5. Supplies	\$137,197
6. Contractual	\$81,160
7. Construction	\$0
8. Other	\$356,024
9. Total Direct Charges	\$900,782
10. Indirect Costs: <u>13.10%</u> Base personnel	\$28,022
11. Total (Share: Recipient <u>0.00%</u> Federal <u>100.00%</u> .)	\$928,804
12. Total Approved Assistance Amount	\$928,804
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$158,000
15. Total EPA Amount Awarded To Date	\$928,804



# NC10043067: DWQ G-5016 Public Official Education & Outreach Program (Kerr Tar COG)

Issued on Thu, 03 Jan, 2013  
Created on Thu, 03 Jan, 2013 by Ariba System

State Agency Tax Exempt Number: 400027

**Supplier:**

KERR-TAR REGIONAL COG  
1724 GRAHAM AVENUE, P. O. BOX 709  
HENDERSON, NC 27536  
United States  
Phone: 1252-436-2040  
Fax: 12524362055  
Contact: James Pearce

**Ship To:**

649  
DENR DIVISION OF WATER  
QUALITY  
PLANNING BRANCH  
512 N SALISBURY ST, RM 625  
RALEIGH, NC 27604  
United States  
Phone: 1919-733-5083 EXT 558  
Fax: 1919-715-5637

**Bill To:**

16PC  
NC DENR OFFICE OF THE CONTROLLER  
ATTN: ACCOUNTS PAYABLE  
1606 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1606  
United States  
Phone: 1919-707-8568

**Deliver To:**

Jeff Manning

Entity Description: Department of Environmental And Natural Resources

Contract Name:

Contract Type: No

Requester: jpmanning

Federal Award Number: 66.454\_C600477106 Water Quality Management Planning

Purchase Order No.: NC10043067

Requisition No.: RQ16475954

Other Costs: \$0.00 USD

Requester: Jeff Manning

Shipping Method: BEST WAY

FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.

Terms of Payment: N30

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	G-5016 Public Official		dollar	24,957	None	\$1.00 USD	\$0.00 USD	\$24,957.00 USD





# RQ16475954: DWQ G-5016 Public Official Education & Outreach Program (Kerr Tar COG)

Issued on Fri, 21 Dec, 2012  
 Created on Fri, 21 Dec, 2012 by Marjorie Barber on behalf of Jeff Manning

**Supplier:**  
 KERR-TAR REGIONAL COG  
 1724 GRAHAM AVENUE, P. O. BOX 709  
 HENDERSON, NC 27536  
 United States  
 Phone: 1252-436-2040  
 Fax: 12524362055  
 Contact: James Pearce

**Ship To:**  
 649  
 DENR DIVISION OF WATER QUALITY  
 PLANNING BRANCH  
 512 N SALISBURY ST, RM 625  
 RALEIGH, NC 27604  
 United States  
 Phone: 1919-733-5083 EXT 558  
 Fax: 1919-715-5637

**Bill To:**  
 16PC  
 NC DENR OFFICE OF THE CONTROLLER  
 ATTN: ACCOUNTS PAYABLE  
 1606 MAIL SERVICE CENTER  
 RALEIGH, NC 27699-1606  
 United States  
 Phone: 1919-707-8568

**Deliver To:**  
 Jeff Manning

Entity Description: Department of Environmental And Natural Resources

Contract Name:  
 Contract Type: No  
 Federal Award Number: 66.454\_C600477106 Water Quality Management Planning  
 Other Costs: \$0.00 USD  
 Shipping Method: BEST WAY  
 FOB Code: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.  
 Terms of Payment: N30

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
1	G-5016 Public Official Education & Outreach ...  G-5016 Public Official Education & Outreach Program 12/1/12 thru 6/30/13		dollar	24,957	None	\$1.00 USD	\$0.00 USD	\$24,957.00 USD

Company: 1601  
 Account: 532199017  
 Center: 17107102

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Tax Amount	Extended Amount(includes tax)
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2                    G-5016                    dollar 8,319   None   \$1.00   \$0.00   USD   \$8,319.00   USD  
 Public  
 Official  
 Education  
 &  
 Outreach ...

G-5016 Public Official Education & Outreach Program  
 7/1/13thru 9/30/13

Company: 1601  
 Account: 532199017  
 Center: 17107102

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**Total**                    \$33,276.00   USD

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**Status: Submitted**

Approvals					
Required?	Status	Reason	Approver	Approved By	Date
Not Required	Ready	OnBehalfOfWatcherRule	Jeff Manning		
Required	Ready	Required agency approver	Tammy Ward		
Required	Pending	Financial Approver - Environment must approve	DENR Financial Approver - Environment		
Required	Pending	DENR Purchasing Agent Must Approve	DENR Purchasing Agent 1		