



MEMORANDUM

To: Mayor and Members of the City Council

From: Montrè Freeman, City Manager
Alicia Steward, Finance Director
Sean Clark, Parks and Recreation Director
Jon Hawley, Grants Administrator

Date: September 22, 2023

Re: Consideration - Acceptance of Historic Preservation Fund Grant for Old Oak Grove Cemetery

BACKGROUND:

In recent years, City staff have made special efforts to protect and preserve Old Oak Grove Cemetery, a large and historic cemetery located on Peartree Road north of Halstead Boulevard. It is the oldest African-American cemetery in the City, with more than 5,400 estimated graves, among them the founding figures of Elizabeth City State University. To better preserve the cemetery's burials and boundaries, City staff applied for, and won, a Historic Preservation Fund (HPF) grant in 2021 to perform boundary and ground-penetrating radar surveys. These surveys were completed in May of 2022, giving us valuable data and mapping to help manage Old Oak Grove and its many burials. These surveys also positioned us to nominate the cemetery to the National Register of Historic Places. The National Register is managed by the National Park Service (NPS) and is the nation's official listing of places of great historical value, whether regional or national. A nomination to the National Register requires specialized expertise and extensive site research; in North Carolina, potential nominations must also be vetted through the National Register Advisory Committee (NRAC). This spring, City staff submitted Old Oak Grove to the NRAC, who placed it on the Study List – meaning the cemetery is a strong candidate for the National Register. We also submitted a second HPF application to fund the cemetery's formal nomination. Last month, OAH approved our application, in the amount of \$25,000, and with a \$3,000 local match requirement.

ANALYSIS:

Acceptance of the HPF award requires acceptance/execution of the grant contract and attachments A through F, which are enclosed. The grant contract is a short, relatively

straightforward agreement. The grant period of performance is September 1, 2023, March 31, 2025. All work must be completed by February 28, 2025. The grant will pay for hiring a qualified consultant to research, write and submit the National Register nomination. Among other federal requirements, the consultant must perform in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (The US Department of the Interior oversees the National Park Service) and under OAH supervision.

The grant contract attachments include:

- Attachment A, General Terms and Conditions: Standard definitions, general federal requirements (single audit, equal employment opportunity, records retention, etc.), standard provisions under which contract may be amended or terminated
- Attachment B, Appendix for Contracts: Largely reiterates General Terms and Conditions, and requires federally compliant, competitive procurement
- Attachment C, Project Outline: Reiterates the grant shall pay for a consultant to prepare the National Register nomination.
- Attachment D, Services and Standards: Details the NPS and SHPO standards the consultant shall meet
- Attachment E, Certification of Matching Share Form: Confirms/commits the City's local match of \$3,000 towards the project.
- Attachment F, No Overdue Tax Debts: A standard assurance that the City doesn't owe overdue taxes
- Attachment G, Assurances for Non-construction Programs: Commits that the City will comply with various other federal conditions, including non-discrimination and labor and environmental standards.
- Attachment H, Affirmation of Reception of Equal Opportunity Poster: Affirms the City has received, and will display, an "Equal Opportunity is the Law" Poster.
- Attachment I, Certification Regarding Debarment, Drug-Free Workplace, Lobbying: A standard assurance that the City is not debarred, nor has it violated regulations against theft, fraud, drug-free workplaces, etc., and will not use funds for lobbying

We recommend execution and acceptance of the grant contract and its attachments, as well as adoption of the accompanying grant project ordinance and budget amendment. Following execution of the grant contract, we will solicit responses for the work, with an award decision to be made by the Council.

STAFF RECOMMENDATION:

By motion: accept the HPF award of \$25,000 for the nomination of the Old Oak Grove Cemetery to the National Register of Historic Places, and authorize all necessary signatures; and adopt the needed grant project ordinance and budget amendment, for accounting purposes.



**Old Oak Grove Cemetery National Register Nomination
Grant Project Ordinance #2023-09-02**

BE IT ORDAINED, by the City Council of the City of Elizabeth City, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Old Oak Grove Cemetery National Register Nomination, to be funded through federal and local funds,

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents and the budget contained herein,

Section 3. The following revenues are anticipated to be available to complete this project:

Historic Preservation Fund Grant: \$25,000

(CFDA 15.904, HPF Grant No. P23AF00989)

Local Funds: \$3,000

(FY2023-24 Budgeted Matching Funds, Parks and Recreation Dept.)

Total Available Revenues: \$28,000

Section 4. The following amounts are appropriated for the project:

Consultant Services – National Register Nomination: \$28,000

Total Appropriation: \$28,000

Section 5. Copies of this grant project ordinance shall be made available to the Budget Officer and Finance Director for direction in carrying out this project.

Adopted this 25th day of September, 2023.

E. Kirk Rivers,
Mayor

April D. Onley, NCCMC
City Clerk



AGENDA ITEMS		Meeting Date: 9/25/23
Grant Reference No. P23AF00989		
Department: Parks and Recreation		
Fund Number/Department Number: _____	Public Hearing:	
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

BACKGROUND: This budget amendment is to account for the award of a Historic Preservation Fund grant of \$25,000 to help procure professional services for the nomination of the Old Oak Grove Cemetery to the National Register of Historic Places. The estimated project cost is \$28,000 and a \$3,000 match is required. The revenue account will be 10-3490-6402. The expenditure account will be 10-6400-4501. The local match will come from expenditure account 10-6200-1510, Maintenance and Repair to Grounds. The project may cross into next fiscal year.

Financial Impact: One Time Recurring

Comments

Analysis:

Department Head Recommendation:

Attachments: Yes No

Reviewed by:

Department Head: _____
 Date: _____
 Finance Officer: _____
 Date: _____
 City Manager: _____
 Date: _____

FINANCE DEPT OFFICE USE

- Recommend for Approval
- Do not recommend

**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
OFFICE OF ARCHIVES AND HISTORY
STATE HISTORIC PRESERVATION OFFICE
FY 2023 Historic Preservation Fund Grant to Certified Local Governments**

GRANT CONTRACT

This Grant Contract is hereby entered into by and between the **North Carolina Office of Archives and History** (the "Agency") and **Elizabeth City** (the "Grantee") (referred to collectively as the "Parties") for **The Old Oak Grove Cemetery National Register Nomination**. The Grantee's federal tax identification number is **56-6000226**.

Grant funds for this project are made available through a 2023 federal Historic Preservation Fund (HPF) grant to Certified Local Governments from the National Park Service, U.S. Department of the Interior and administered by the State Historic Preservation Office. The CFDA number for this program is **15.904**. The HPF grant number is **P23AF00989**.

1. Grant Contract Documents: This Grant Contract consists of the following documents:

- (1) This Grant Contract
- (2) General Terms and Conditions (Attachment A)
- (3) Appendix for Contracts (Attachment B)
- (4) Grant Project Outline and Budget (Attachment C)
- (5) Services To Be Provided and Standards To Be Followed (Attachment D)
- (6) Certification of Matching Share (Attachment E)
- (7) State Grant Certification - No Overdue Tax Debts (Attachment F)
- (8) Assurances - Non-Construction Programs (Attachment G)
- (9) Grantee's Affirmation of Receipt of Title VI, Section 504, Nondiscrimination Information Poster (Attachment H)
- (10) Federal Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

- 2. Precedence Among Grant Contract Documents:** In the event of a conflict between or among the terms of the Grant Contract Documents, the terms in the Grant Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed 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 Grant Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- 3. Effective Period:** This Grant Contract shall be effective on the date of signing by the Agency and shall terminate on **March 31, 2025**. Project contracts with consultants under this Grant Contract shall end no later than **February 28, 2025**.

4. Grantee's Duties:

Grantee Performance and Eligibility: The Grantee agrees to have a satisfactory record of performance; comply with the required completion schedule for the project; comply with debarment requirements; and otherwise be qualified and eligible to receive a grant award under applicable laws and regulations.

Services and Goods To Be Provided and Standards To Be Followed: The Grantee shall provide the services as described in Attachment D, Services To Be Provided and Standards To Be Followed, in accordance with the approved project outline and budget in Attachment C, Grant Project Outline and Budget. Project activities shall be performed according to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, incorporated in this Grant Contract as if fully set forth herein, under the guidelines and professional supervision of the State Historic Preservation Office (HPO).

Project Description and Contract with Qualified Consultant: The Grantee agrees to enter into a detailed Project Description and Contract, using the Agency's standard contract template, with a qualified consultant, who is openly selected according to federal and state procurement requirements, to carry out objectives for non-construction projects, including architectural surveys, survey manuscripts, archaeological investigations, preservation planning, design standards, and the preparation of nominations to the National Register of Historic Places. The Grantee will determine the final Scope of Work to be set forth in the Project Description and Contract in consultation with the HPO. The Project Description and Contract is subject to the approval of the HPO. No project activities may begin and no reimbursements from grant funds will be available until the Project Description and Contract has been approved by the HPO and signed by the Grantee and the consultant. The Grantee shall ensure that the consultant provides all goods and services and follows all standards and procedures consistent with the terms of this Grant Contract and all attachments and with the Project Description and Contract and all attachments.

Attachments to Contracts: The Grantee agrees to incorporate reference to and attach a copy of Attachment A, General Terms and Conditions, and Attachment B, Appendix for Contracts, to all contracts involving project activities.

Federal Compliance Requirements: In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

5. Services and Goods To Be Provided by the Agency: In order to ensure the consistent application of Statewide Survey and National Register of Historic Places standards and to provide support and guidance to the Grantee and consultant, the Agency will provide the following services and goods as budget and staff permit:

- a. Orientation for consultant on all projects to ensure familiarity with Statewide Survey standards and procedures, resources of the Office of Archives and History, and the National Register of Historic Places program, as these are relevant to the particular project;

- b. The HPO's Access-based survey database (from which survey forms are generated), a block of survey site numbers, and inventory folders required for survey; registration forms for the National Register nomination(s);
 - c. Clerical support for integrating photographs into Statewide Survey files;
 - d. Archival storage and maintenance of inventory materials;
 - e. Professional instruction and guidance in defining the research design, conducting and completing the survey, and preparation of the nomination(s), as applicable. A staff member of the HPO (project specialist) will be assigned to work directly with the consultant to serve as liaison with the Agency and to provide on-site and office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to National Register criteria and appropriate contexts. Review and approval of the survey materials, final reports, and the National Register nomination(s) by the HPO are required;
 - f. Printing of digital photographs at Agency prices, if desired by the consultant. A cost list will be provided to the consultant for various photography items;
 - g. For surveys, coordination of Study List presentation to the North Carolina National Register Advisory Committee, if the presentation is required;
 - h. For district nominations, presentation of information about the National Register program at a public meeting set up by the Grantee Contract Administrator; and
 - i. Compliance with all notification requirements for nominations to the National Register. In the event a legal notice must be printed in an area newspaper (if there are more than fifty property owners in the district), the Agency places the notice with directions that the Grantee is to be billed. Names and addresses of property owners will be provided to the Agency Representative by the consultant and/or Grantee Contract Administrator.
- 6. Conflict of Interest Policy:** The Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and members of its boards, commissions, and governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its boards, commissions, or governing body, from the Grantee's disbursing of grant funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234. (N.C.G.S. 143C-6-23(b)(2007))
- 7. Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal State, or local level, is attached as Attachment F. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.
- 8. Reversion of Unexpended Grant Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Grant Contract.

9. **Reporting Requirements:** The Agency has determined that this contract is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment G, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. **If subject to single audit requirements, the grantee shall submit copies of their single audit report to the HPO within 90 days of issuance.**

10. **Use of Funds and Payment of Grant Funds:** The Grantee agrees to match the grant with funds from nonfederal sources (except that Community Development Block Grant funds may be used to match the grant) within the grant period, to use grant and matching funds or services for the purpose specified in this Grant Contract, and to furnish such reports and documentation, financial or otherwise, as may be specified by the Agency and state and federal law.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed **\$25,000**. This amount consists of **\$-0-** in State funds and **\$25,000** in federal Historic Preservation Fund grant funds (CFDA # 15.904).

The Grantee's matching requirement is **\$3,000**, which shall consist of:
Cash: **\$3,000**

The total Grant Contract amount, comprising federal grant funds plus Grantee's matching contribution, is **\$28,000**.

The Agency agrees to payment of grant funds on a reimbursement basis. Reimbursements will consist of a maximum of sixty percent of allowable project costs, in accordance with the actual grant/match ratio. Each time the Grantee requests reimbursement from the Agency, project expenditures, both federal grant and matching share, shall be documented by copies of signed contracts, front and back of canceled (or certified) checks or documentation of direct deposits, invoices approved by the HPO project specialist and marked paid by the Grantee, and timesheets attached to a cover letter addressed to the Agency's Contract Administrator. Upon request the Agency may advance the Grantee up to twenty-five percent of the grant funds. After satisfactory documentation of this advance, along with the required matching share, the Grantee may request additional advances for up to seventy-five percent of the grant award. The remaining twenty-five percent of grant award will be payable only after satisfactory project completion. All payments are contingent upon fund availability.

The Grantee shall complete a final accounting report and submit a final request for reimbursement to the Agency within thirty (30) days of the expiration of the Grant Contract period. If this Grant Contract is terminated prior to the expiration of the Grant Contract period, the Grantee shall complete a final accounting report, submit a final request for reimbursement, and return any unearned advanced funds to the Agency within thirty (30) days of the Grant Contract termination date. A check for any unearned advanced funds must be attached to the report. The Agency shall have no obligation for payments based on expenditure reports submitted later than thirty (30) days after expiration or termination of the Grant Contract period.

Further details on administration of grant funds, reimbursement, and financial documentation are found in the *Grantee Handbook for Federal Historic Preservation Fund Grant Projects*, which is incorporated by reference in this Grant Contract as if fully set forth herein.

11. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the Grant Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michele Patterson McCabe, Grants Coordinator State Historic Preservation Office 4617 Mail Service Center Raleigh, NC 27699-4617 Telephone: 919-814-6582 Email: michele.patterson.mccabe@dncr.nc.gov	Michele Patterson McCabe, Grants Coordinator State Historic Preservation Office Archives and State Library Building 109 E. Jones St., Room 264 Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jon Hawley, Grants Administrator City of Elizabeth City 302 East Colonial Avenue Elizabeth City, NC 27909 Telephone: 252-621-7352 Email: jhawley@elizabethcitync.gov	Jon Hawley, Grants Administrator City of Elizabeth City 302 East Colonial Avenue Elizabeth City, NC 27909

12. Disbursements:

As a condition of this Grant 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
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent.

13. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Grant 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 Grant Contract without providing notice to the Agency.

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Grant Contract.

In Witness Whereof, the Grantee and the Agency have executed this Grant Contract in duplicate originals, with one original being retained by each Party.

GRANTEE:

CITY OF ELIZABETH CITY

Signature

Date

Printed Name

Title

WITNESS:

Signature

Date

Printed Name

Title

AGENCY:

NORTH CAROLINA OFFICE OF ARCHIVES AND HISTORY

Signature

Date

Darin J. Waters, Ph.D.

State Historic Preservation Officer

Printed Name

Title

Attachment A
General Terms and Conditions

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) shall mean and include 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 subagency of government. For other purposes in this Contract, "Agency" shall mean 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 subgrantee.
- (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 subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): 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.
- (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. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): 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 subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), 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) "Subgrantee" has the meaning in N.C.G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee 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. 143C-1-1(d)(29): 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: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State 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).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be 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, shall be 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 such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be 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 shall be deemed to be in default of its obligations hereunder if and so long as 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: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply 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 shall comply with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made 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.

Oversight

Access to Persons and Records: The State Auditor 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 N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a

result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of 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 been 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.

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 shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees 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 shall not use the award of this Contract as a part of any news release or commercial advertising.

ATTACHMENT B

Appendix for Contracts

The following stipulations, together with the General Terms and Conditions (Attachment A to the Grant Contract), apply to all grant projects funded in part by federal Historic Preservation Fund grants awarded to the North Carolina Department of Natural and Cultural Resources, Office of Archives and History (OAH), State Historic Preservation Office (HPO), by the U. S. Department of the Interior, National Park Service. The Grant Contract and any approved grant subcontract and project contract shall be subject to all the conditions of this Appendix to Contracts.

Answers to questions about the application of these conditions to specific projects are available from the OAH or HPO project specialists or from the Grants Coordinator, State Historic Preservation Office, 4617 Mail Service Center, Raleigh, NC 27699-4617. Telephone: 919-814-6582.

1. **PROCUREMENT:** Grantees must forward to the HPO evidence of compliance with federal competitive procurement requirements for professional services and subcontracts prior to reimbursement, if applicable, and must retain procurement documentation for the time period required by the *A-102 Common Rule, OMB Circular 110*, and other Historic Preservation Fund program regulations.
2. **CHANGES IN SCOPE OF WORK:** The approved scope of work, products, budget and performance/reporting milestones included in contracts cannot be changed without prior written approval from the HPO.
3. **LOBBYING PROHIBITED:** Grantees and contractors must conform with the following text of 18 U.S.C. 1913, which prohibits the use of the grant funds for lobbying: *No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communication to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.*
4. **RETENTION OF RECORDS:** The Grantee, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of any contractor, which are directly pertinent to the specific contract under the grant project, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for three years after Grantees make final payments and all other pending matters are closed.
5. **AUDIT AND REPORTING REQUIREMENTS:** Grantees are responsible for obtaining audits in accordance with the *Single Audit Act of 1984, P.L. 98-502 (31 U.S.C. 7501-7)*; *the Single Audit Act Amendments of 1996, P.L. 104-156 [(31 U.S.C. 7505(a))]* for State, local and tribal governments, and non-profit institutions; *2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*. The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards

covering financial and compliance audits. Grantees are subject to audit and other reporting requirements of 9 North Carolina Administrative Code Subchapter 3M.0205.

6. **PUBLICATIONS:** Acknowledgment of federal grant assistance should be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, as follows: *The activity that is the subject of this (type of publication) has been financed (in part/entirely) with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*

The design and content of any publication produced from a survey of architectural or archaeological resources must be reviewed and approved by the OAH prior to its printing.

7. **SUSPENSION OR TERMINATION OF GRANT:** Voluntary and involuntary suspension or termination of the grant, in whole or in part, by either the OAH or Grantee may occur at any time prior to the date of project completion. See additional provisions regarding termination of the grant in Attachment A, General Terms and Conditions.
8. **ENFORCEMENT AND REMEDIES FOR NONPERFORMANCE:** If the Grantee or any contractor fails to fulfill in a timely and proper manner his or her obligation under the Contract, or violates any of the provisions of the Contract, the OAH may enforce the remedies for Grantee or contractor compliance pursuant to Section 43 of the Code of Federal Regulations (43 CFR 12.43, 12.44, 12.83), incorporated by reference herein. See additional provisions regarding default and termination in Attachment A, General Terms and Conditions.
9. **STANDARDS FOR FINAL PRODUCTS:** Final products which do not conform to the terms and conditions of the Contract or which do not meet the applicable *Secretary of the Interior's Standards for Archaeology and Historic Preservation* will not be reimbursed.
10. **EQUAL OPPORTUNITY:** In consideration of the signing of this Contract for the performance of work and furnishing of labor and materials as set forth herein, the Parties hereto for themselves, their agents, officials, and employees or servants agree not to discriminate in any manner on the basis race, color, national origin, religion, sex (including pregnancy and gender identity), age, disability, sexual orientation, or genetic information with reference to the subject matter of this Contract. Grantee agrees to comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. 2000 (d)), the *Americans with Disabilities Act* (42 U.S.C. 12204), and with Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. 794).
11. **SAFETY PRECAUTIONS:** The National Park Service and the OAH assume no responsibility with respect to accidents, illnesses or claims arising from the work performed under a grant-supported project. The Grantee and the consultant are expected to take necessary steps to insure themselves and their personnel and to comply with applicable local, State or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.
12. **OTHER REQUIREMENTS:** In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (*A-102 Common Rule; OMB Circulars A-87, A-21, and A-122; and A-110 and A-133*).

ATTACHMENT C

North Carolina State Historic Preservation Office HISTORIC PRESERVATION FUND CLG SUBGRANT PROJECT OUTLINE AND BUDGET

Historic Preservation Fund Grant Award Year: 2023

Grantee: City of Elizabeth City

Project Name and Type: The Old Oak Grove Cemetery National Register Nomination

Grantee Contact Person, Address, Telephone, Fax, and E-mail:

Name: Jon Hawley, Grants Administrator

Commission: City of Elizabeth City Historic
Preservation Commission

Address: 302 E. Colonial Ave.

City/State/Zip: Elizabeth City, NC 27909

Telephone: 252-621-7352

Email: jhawley@elizabethcitync.gov

HPO Project Specialist: Lauren Poole; 252-830-6580 x227; lauren.poole@dncr.nc.gov

Grant Period Beginning September 1, 2023 and Ending March 31, 2025

Project contracts under the Grant Contract should end no later than: February 28, 2025

Total Cost: \$28,000

Federal Funds: \$25,000

Local Match: \$3,000

Cash: \$3,000

In-kind: -0-

Budget: Project Fees: \$28,000

Project Description:

The grant project is to hire a consultant to prepare a National Register Nomination for The Old Oak Grove Cemetery, which was placed on the State Study list in 2023. The cemetery consists of approximately 3,900 markers and more than 5,400 probable graves occupying almost eight acres of property located at 1320 Peartree Road. It has been used as a cemetery since 1886, when local leaders purchased the land solely for an African American cemetery.

The HPO will assist the city with the preparation of a request for proposals to hire a qualified consultant. Upon selection, the HPO will work with both the city and the consultant to develop a scope of work and a time-product-payment schedule for the project.

The consultant will submit final drafts of all products to the HPO no later than February 28, 2025. The project will be accomplished under the supervision of the HPO, Office of Archives and History. Both HPO supervisory staff and the consultant will meet 36 CFR 61 qualifications.

ATTACHMENT D

Services To Be Provided and Standards To Be Followed by Consultant(s) for National Register Nominations

I. SERVICES AND GOODS TO BE PROVIDED BY THE CONSULTANT AND STANDARDS AND PROCEDURES TO BE FOLLOWED BY THE CONSULTANT:

The Consultant will prepare one or more National Register nominations, as described in the Scope of Work, according to with state and federal guidance documents for completing documenting the historic resource (if applicable) and preparing National Register nominations: *Practical Advice for Recording Historic Resources (2022)*, *North Carolina Historic Preservation Office (HPO) National Register Nomination Submission Checklists*, *National Register Bulletin 15: Applying the National Register Criteria for Evaluation*, and *National Register Bulletin 16A: Guidelines for Completing the National Register of Historic Places Registration Form*, which are incorporated by reference as if fully set forth herein. These guidelines are in compliance with the Secretary of the Interior's "Standards for Evaluation" and "Standards for Registration." The Consultant will complete necessary visits, recording, description, photography, mapping, research, and other processes required to prepare the nominations according to the instructions cited above. District nominations will include an inventory list containing an entry on each resource in the district. The entry summarizes the resource's address, name (if applicable), history, setting, architectural form and character, integrity, and resource classification and associated count.

The Consultant will provide review copies of all draft nominations to both the HPO and the Grantee. Any appropriate substantive revisions/corrections desired by the HPO or the Grantee will be provided to the Consultant within the period for review of the first draft as specified on the Time/Product/Payment Schedule to allow sufficient time to incorporate such revisions or corrections in the final nomination draft.

At the end of the project the Consultant will submit to the HPO the completed nomination draft as the final report before final payment is made. The nomination draft will be reviewed by the HPO and any additional revisions will be completed by the Consultant, and the revisions will be approved by the HPO before final payment is approved. The Consultant shall submit the final draft of the nomination(s) to the HPO in both hard copy and digital form. The Consultant will provide the Grantee with a copy of the final nomination.

In order to ensure the consistent application of Statewide Survey and National Register standards and procedures, the Consultant shall:

1. perform the project activities according to the Secretary of the Interior's "Standards for Evaluation" and "Standards for Registration" under the supervision, direction, and guidelines of the HPO;
2. seek and obtain orientation from the HPO on all projects to ensure familiarity with Statewide Survey standards and procedures, resources of the Office of Archives and History, and the National Park Service's National Register of Historic Places program;
3. use digital photography and the HPO's survey database to produce survey forms for nominations generating multiple survey files. For individual nominations, the digital survey form is optional but an updated Survey Field Form is required in order to populate the NC HPO's architectural database and associated GIS web application, "HPOweb."

4. have the option to use the HPO's photo lab services for the printing of proofs from CDs or DVDs for the survey files and the printing of the nomination photos. Digital image files must be properly named upon submittal to the photo lab, in accordance with the HPO's "Digital Photography for Historic Property Surveys and National Register Nominations: Policy and Guidelines." The Consultant may request the HPO to make the prints at HPO cost, based on a cost list provided for various photography items by the HPO, with the understanding that, while the HPO seeks to process photographs quickly to expedite projects, problems of labor and supplies sometime generate backlogs. A three-week processing time is usual, but the time may be longer. **The Consultant agrees to pay all invoices for HPO photo lab services associated with the grant project prior to the Agency's approval of the consultant's final payment as set forth in the Time-Product-Payment Schedule;**
5. utilize the file envelopes, labels, and negative envelopes (for individual nominations utilizing black and white film photography) required for file preparation, and a National Register registration form 10-900 for nominations or a form 10-900b for Multiple Property Document Forms (MPDF);
6. seek and obtain clerical support from the HPO for integrating photographs into Statewide Survey files;
7. provide inventory materials including digital image files to the HPO for archival storage and maintenance by the HPO;
8. seek and obtain professional instruction and guidance from the HPO in defining the research design and conducting and completing the preparation of the nomination. A staff member of the HPO will work directly with the Consultant to provide on-site and in-office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to National Register criteria and appropriate contexts. The Consultant shall obtain the required review and approvals of the drafts and completed nomination by the HPO in accordance with the Time-Product-Payment Schedule; and
9. if the project includes a nomination for a district, make a presentation about the history and architecture of the historic district at a public meeting set up by the Grantee Contract Administrator.

II. SERVICES AND GOODS TO BE PROVIDED BY THE GRANTEE:

To ensure that the project will operate efficiently on the local level for the Consultant, the Grantee shall:

1. conduct local administration and accounting of the grant;
2. provide prompt secretarial assistance (if a part of the budget) for the project, understanding that deadlines established in the project schedule must be met;
3. provide adequate office space (if a part of the project budget) for the Consultant including a telephone and desk;
4. assist the Consultant in developing local contacts and generating publicity for the project;
5. take responsibility for duplicating files and contents for local purposes;
6. in consultation with the Consultant and the HPO, make arrangements for public meetings as required (virtual meetings are fine);

7. if the project includes a nomination for a district, in consultation with the HPO and Consultant arrange for a public meeting for the HPO to make a presentation of information about the National Register program;
8. in the event there are more than fifty (50) property owners in a nominated district, assume responsibility for the cost of printing a legal notice in the appropriate area newspaper announcing the intent to nominate the district and allow the HPO to place the notice with directions that the Grantee is to be billed;
9. provide to the HPO the names and addresses of property owners; and
10. have the option to obtain from the HPO duplicate survey files prepared for district nominations, with photocopies of survey forms, duplicate proofs, and entries, with the understanding that the cost of duplicating files, including the cost of photocopying and printing duplicate photographs, is the responsibility of the Grantee unless otherwise specified. If duplicate proofs are desired, the Grantee agrees to make arrangements at the beginning of the project so that duplicates may be produced as the film is processed or digital contact sheets are printed. Duplication of other components of the files by photocopying also must be arranged and carried out prior to submittal of the files to the HPO at the completion of the project.

Services and Standards for NR Nominations 6-2023

ATTACHMENT E

**NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
CERTIFICATION OF MATCHING SHARE FORM**

for

FY 2023 HISTORIC PRESERVATION FUND GRANTS to CERTIFIED LOCAL GOVERNMENTS

PROJECT: The Old Oak Grove Cemetery National Register Nomination

GRANTEE: City of Elizabeth City

CERTIFYING OFFICIAL & TITLE: E. Kirk Rivers, Mayor

ADDRESS: 306 E. Colonial Ave., Elizabeth City, NC 27909

PHONE: 252-337-6864

EMAIL: krivers@elizabethcitync.gov

CERTIFICATION STATEMENT:

As the official representative of the GRANTEE listed above, I certify that the required nonfederal funds, consisting of **\$3,000** in cash are available to match the Historic Preservation Fund grant which is reserved for the project noted above.

I further certify that this matching share has not been designated for any other purpose.

I understand that all costs charged to the grant project will be in payment of budget items approved by the State Historic Preservation Office, and which occur during the project period. An adequate financial management system (and audit procedure when deemed applicable) will be maintained which provides efficient and effective accountability and control of all property, funds and assets.

_____ Signature	_____ Date
E. Kirk Rivers	Mayor
_____ Printed Name	_____ Title



CITY OF ELIZABETH CITY

September 26, 2023

Certification of No Overdue Tax Debts

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the City of Elizabeth City does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1 Collection of Tax Debts, at the federal, state, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

E. Kirk Rivers and Alicia Steward, being duly sworn, say that: we are the Mayor and Finance Director, respectively, of the City of Elizabeth City in the State of North Carolina; the foregoing certification is true, accurate and complete to the best of our knowledge; and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Signature of Mayor

Signature of Finance Director

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor	
APPLICANT ORGANIZATION City of Elizabeth City		DATE SUBMITTED 9/26/23

ATTACHMENT H

**STATE HISTORIC PRESERVATION OFFICE
NORTH CAROLINA OFFICE OF ARCHIVES AND HISTORY
AFFIRMATION OF RECEIPT
TITLE VI, SECTION 504 NONDISCRIMINATION INFORMATION**

The signature below affirms receipt of an Equal Opportunity is the Law Poster. Because this program receives Federal funds from the National Park Service, regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, religion, sex (including pregnancy and gender identity), age, disability, sexual orientation, or genetic information. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by the recipient of Federal assistance should contact:

U. S. Equal Employment Opportunity Commission (EEOC)
131 M Street, NE
Washington, DC 20507
<https://www.eeoc.gov>
202-663-4900 / (TTY) 202-663-4494
or

Locate a field office at: <https://www.eeoc.gov/field-office>

In receiving a federal historic preservation grant administered by the Historic Preservation Office, the local government or organization named below agrees to abide by those nondiscrimination requirements. The poster received will be placed in a visible location where it will remain throughout the grant period.

9/26/23

Signature

Date

E. Kirk Rivers, Mayor

Typed or Printed Name and Title

Grantee: City of Elizabeth City

Project Title: The Old Oak Grove Cemetery National Register Nomination (FY2023)

ATTACHMENT I

**U.S. Department of the Interior
Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, 'Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,' provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate 1. (Grantees Other Than Individuals) and Alternate 11. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(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 by any 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.

(2) 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.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL. Alternate 1. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f)-

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

306 E. Colonial Ave., Elizabeth City, NC ; 302 E. Colonial Ave., Elizabeth City, NC; 200 E. Ward St., Elizabeth City, NC

Old Oak Grove Cemetery; no street address, north of intersection of Halstead Boulevard and Peartree Road

Check if there are workplaces on file that are not identified here

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant .

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

E. Kirk Rivers, Mayor

TYPED NAME AND TITLE

9/26/23

DATE