Beaufort County Board of Commissioners
Agenda for Tuesday, September 7, 2021
Financial Services Building
136 W 2nd Street, Washington, NC 27889

A)	**Call to Order** – Chairman Waters		5:30 PM
B)	**Invocation and Pledge**		
C)	**Conflict of Interest Disclosure Statement**	**3**	5:35 PM
D)	**Approval of Agenda** – Chairman Waters		
E)	**Public Comments**	**4**	5:40 PM
F)	**Legislative Updates for Elected Officials**	**5**	5:45 PM
G)	**Items for Consent**		5:50 PM
1.	Budget Amendment, Health Department – James Madson, Health Director	**6**	
2.	Prior Year Purchase Orders/Projects – Anita Radcliffe, Finance Officer	**8**	
3.	Budget Amendment, CARES Funding for HDM – Kelly Smith, Operations Program Admin	**12**	
4.	Budget Amendment, CARES Funding – Kelly Smith, Operations Program Admin	**15**	
5.	Purchase Order Approval Over $30,000 – Melanie Corprew, DSS Director	**22**	
6.	Refunds Over $100, Tax Assessor – Lloyd Salter, Tax Assessor	**24**	
7.	Refunds Over $100, Tax Collector – Wyn Kinion, Tax Collector	**28**	
8.	Late Application for Exemptions – Lloyd Salter, Tax Assessor	**31**	
9.	Surplus, Equipment Trailer – Christina Smith, Public Works Director	**33**	
10.	Rivers East Workforce Development Appointment – Katie Mosher, Clerk to the Board	**34**	
11.	Resolution Opposing Reduction in Number of Judges – Katie Mosher, Clerk to the Board	**36**	
12.	Approval of Board Minutes – Katie Mosher, Clerk to the Board		
	a. May 25, 2021 – Budget Workshop	**41**	
	b. May 27, 2021 – Budget Workshop	**67**	
	c. June 1, 2021 – Budget Workshop	**92**	
	d. June 10, 2021 – Special Called Meeting, Budget Approval	**129**	
	e. July 19, 2021 – Special Called Meeting, ARPA Funds	**138**	
	f. August 2, 2021 – Regular Monthly Meeting	**150**	
H)	**Item for Presentation – Health Department**		
1.	Covid-19 Update – James Madson, Health Director	**395**	5:55 PM
I)	**Item for Decision – Human Resources**		
1.	Request New Classification to Salary Plan, Assistant Communications Manager Deloris Creasman, Human Resource Director	**396**	6:05 PM
J)	**Item for Decision – Tax Assessor**		
1.	Tentative Board of Equalization and Review Dates – Lloyd Salter, Tax Assessor	**402**	6:10 PM
K)	**Item for Decision – Emergency Management**		
1.	Volunteer Fire Department Loss Revenue, ARPA Funding – Chris Newkirk, Deputy Director, Emergency Management	**403**	6:15 PM
2.	Contract Renewal for General Mitigation Support, Maintenance, and Application Chris Newkirk, Deputy Director, Emergency Management	**405**	6:20 PM
3.	Receipt of Bath Community EMS Building – Carnie Hedgepeth, Director, Emergency Management	**409**	6:25 PM

L) Item for Decision and Discussion – Public Works

1.	Potential ARPA Public Works Projects – Christina Smith, Public Works Director	**413**	6:30 PM
2.	NCDOT Project, Betterment Opportunity – Christina Smith, Public Works Director		
3.	Approval of Landfill Commercial User After-Hours Access Agreement – Christina Smith, Public Works Director	**414**	6:35 PM
4.	Approval of Two-Year Cellular Service Contract for Security Cameras – Christina Smith, Public Works Director	**424**	6:40 PM
5.	Approval of NCDOT Encroachment Agreements – Christina smith, Public Works Director	**448**	6:45 PM

M) Item for Discussion – Finance Department

1.	Finance Report – Anita Radcliffe, Finance Director	**469**	6:50 PM

BREAK ..... 7:00 PM

N) Item for Discussion – Manager's Office

1.	Broadband Negotiations Update – Brian Alligood, County Manager	**469**	7:15 PM
2.	Belhaven and NC Wildlife Boating Ramp – Brian Alligood, County Manager	**470**	7:20 PM
3.	Architectural Services – Brian Alligood, County Manager	**474**	7:25 PM
4.	2021 Urgent Repair Program Policies – Brian Alligood, County Manager	**476**	7:30 PM

O) Item for Decision – Chairman Frankie Waters

1.	September 11th Resolution – Chairman Waters	**487**	7:35 PM

P) Item for Discussion – Commissioner John Rebholz

1.	Jail Committee Update – Commissioner Rebholz	**489**	7:40 PM
2.	Information Packet Discussion – Commissioner Rebholz	**490**	7:45 PM

Q) Items for Discussion and Decision – Commissioner Hood Richardson

1.	Requested Reports, Sheriff's Office – Commissioner Richardson	**491**	7:50 PM
2.	Commissioner Meeting Video Distribution – Commissioner Richardson	**493**	7:55 PM
3.	Status of Mega-Site/ARPA Funds – Commissioner Richardson	**494**	8:00 PM
4.	Public Library Improvements – Commissioner Richardson	**495**	8:05 PM
5.	Against Mandated Vaccines – Commissioner Richardson	**496**	8:10 PM
6.	Against Mandated Vaccine Passports – Commissioner Richardson	**497**	8:15 PM

R) Item for Discussion – Commissioner Stan Deatherage

1.	Immigration Policy Discussion – Commissioner Deatherage	**498**	8:20 PM

S) Closed Session – County Attorney

1.	Closed Session, Attorney Client Privilege, Beaufort Co vs. Amerisourcebergen Drug Corp	**499**	8:25 PM

T) Commissioner Comments **500** 8:40 PM

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

Summary of Information: The Beaufort County Code of Ethics states that "the stability and proper operation of democratic representative government depends upon the continuing consent of the governed, upon the public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people." It further states that Commissioners should obey the law; should uphold the integrity and independence of their office; should avoid impropriety and the appearance of impropriety in all their activities; and should perform the duties of their office diligently.

In recognition of these goals and in keeping with the ethical standards of conduct for public officials, disclosure of interest in legislative action must be stated for the public record. Commissioners who have an interest in any official act or action before the Commission shall publicly disclose on the record the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the Commissioner pursuant to G.S. 153A-44.

Is there any Commissioner who wishes to make a disclosure regarding any matter that is before the Board?

Submitter Recommendations/Motions:

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Summary of Information:

Name	**Contact Information**

Submitter Recommendations/Motions: No motion necessary. Discussion only.

Submitter Recommendations/Motions:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

Summary of Information: During the May 4, 2020 Board of Commissioners meeting, in a vote of 6 to 1, The Beaufort County Board of Commissioners approved allowing County Representatives 15 minutes to speak and receive questions during regular Board meetings each month.

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: James Madson, Public Health Director

Agenda Title: Health Department FY22 Budget Amendment

Summary of Information: Request to amend fiscal year budget 2021-2022 to reflect the following revenues and expenditures:

1. $115,000 COVID School Health Liaison
2. $135,648 Enhancing Detection Activities State Funding
3. $120,000 COVID Insurance Billing

Submitter Recommendations/Motions: Staff recommends adopting the budget amendment.

Attachments:
1. Budget Amendment 3

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 07/27/2021

FY Budget: FY22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105198-549100	HIV Dues/Subscriptions		$180
105198-531000	HIV Professional Development	$180	
105158-537000	Health Promotion Advertising		$450
105158-531000	Health Promotion Professional Development	$450	
105167-523900	WIC Medical		$180
105167-549100	WIC Dues	$180	

Department Justification:

- Budget reallocation to cover expenditures

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	James Madson James Madson (Jul 27, 2021 14:09 EDT)	Jul 27, 2021
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Prior Year Purchase Orders /Projects

Summary of Information: Attached is a schedule detailing items that the County issued purchase orders for during FY 20-21 and is therefore obligated by contract to fulfill. These items were not delivered, or the projects were not completed before June 30, 2021 and must be brought forward to the current fiscal year for project completion and subsequent payment to the vendors.

Submitter Recommendations/Motions: Motion to adopt attached budget amendment to bring forward unspent prior year funds to the current fiscal year for project completion.

Attachments:

Beaufort County
Finance

Budget Amendment Request

Department: **General Fund** **Date of Request:** **9-7-21**

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Fund Balance Appropriated	468,492	
10-4135-538000	IT Computer Software/Hardware	20,035	
10-4190-519400	Engineering Services	1,500	
10-4190-535101	Maint/Repair Courthouse	1,910	
10-4190-554002	Capital Outlay – Buildings	262,980	
10-4310-554000	Capital Outlay – Vehicles	165,240	
10-4380-554002	Capital Outlay – Buildings	13,584	
10-4390-535300	Maint/Repair Vehicles	1,238	
10-4330-540000	Equipment Purchases	2,005	
60-3713-499100	Fund Balance Appropriated	77,508	
60-7130-519400	Engineering Services	4,790	
60-7130-535100	Maint/Repair Building	3,573	
60-7130-551000	Capital Outlay – Equipment	17,126	
60-7130-554000	Capital Outlay – Vehicles	49,029	
60-7130-580009	NC DOT Relocation Projects	2,990	
81-3990-499100	Fund Balance Appropriated	19,000	
81-4720-535900	Maint/Repair Landfill	19,000	
19-0431-499100	Fund Balance	7,726	
19-4310-540000	Equipment Purchase	7,726	

Department Justification:
To to bring forward unspent funds from prior year to complete projects and pay vendors in FY 21-22.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Purchase Orders to be Brought Forward to FY 2021/2022

General Fund			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	Justification for carry forward of funds
20211022	Hewlett Packard Enterprise Co.	IT Equipment	$20,034.33	$0.00	$20,034.33	10-4135-538000	Equipment ordered 6/3/21 and not received by fiscal year end
20210851	Engineering Source of NC, PA	Engineering Services	$3,000.00	$1,500.00	$1,500.00	10-4190-519400	Engineering Services as needed to assist PW Director
20211037	Enecon Solutions, LLC	Tile Work at Courthouse	$1,910.00	$0.00	$1,910.00	10-4190-535101	Tile Work at Courthouse not complete by year end
20210367	Wilson Rhodes Electrical Construction	Generator at Financial Services Ctr.	$86,530.00	$7,900.00	$78,630.00	10-4190-554002	Generator Purchase
20210368	Wilson Rhodes Electrical Construction	Generator - Admin Bldg.	$76,150.00	$7,900.00	$68,250.00	10-4190-554002	Generator Purchase
20210852	Wilson Rhodes Electrical Construction	Install Generators	$116,100.00	$0.00	$116,100.00	10-4190-554002	Labor & Materials for 2 generator installs
20210165	B & G Electronics & Communications	Electronics for 4 Sheriff's Vehicles	$30,075.76	$0.00	$30,075.76	10-4310-554000	Electronics for 4 Sheriff's vehicles on order since Sept 2020
20210336	Performance Automotive Group	4 Dodge Durangos (Sheriff's Office)	$135,164.00	$0.00	$135,164.00	10-4310-554000	4 Dodge Durangos (Sheriff's Vehicles) on order since Sept. 2020
20211021	Pamlico Fence Co., Inc.	Fencing at Animal Shelter (grant funded)	$13,584.00	$0.00	$13,584.00	10-4380-554002	Fencing at Animal Shelter
20210907	LJs Auto Body Shop, Inc.	Repair Medic 3	$1,238.35	$0.00	$1,238.35	10-4390-535300	Replace Brush Guard on Medic 3
20220227	NC Department of Administration	Mobile Loading Ramps	$2,005.00	$0.00	$2,005.00	10-4330-540000	Mobile loading ramps
		General Fund Total	**$485,791.44**	**$17,300.00**	**$468,491.44**		

$4,427.00

Water Districts			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	
20201016	Inner Banks Engineering, PC	Miscellaneous Engineering for Water System	$7,840.00	$3,050.00	$4,790.00	60-7130-519400	Miscellaneous Engineering for water system
20210483	B & T Construction Inc.	Roof Work	$8,000.00	$4,427.00	$3,573.00	60-7130-535100	Roof work not completed by year end
20210484	Miller Supply Co., Inc.	Transmitters and flow sensors	$17,126.00	$0.00	$17,126.00	60-7130-551000	Water Distribution Supplies
20210547	Modern Chevrolet, LLC	Water Vehicle	$24,514.60	$0.00	$24,514.60	60-7130-554000	Chevrolet Silverado Truck for Water Dept. ordered Dec 2020
20210545	Modern Chevrolet, LLC	Water Vehicle	$24,514.60	$0.00	$24,514.60	60-7130-554000	Chevrolet Silverado Truck for Water Dept. ordered Dec 2020
20210969	National Water Works/Hughes	Water System Materials	$5,442.94	$2,453.44	$2,989.50	60-7130-580009	Water System Supplies
		Water Total	**$87,438.14**	**$7,477.00**	**$77,507.70**		

2453.44

Solid Waste			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	
20210848	Seegar's Fence Company	Installation of gate	$19,000.00	$0.00	**$19,000.00**	81-4720-535900	Gate installation not completed by year end

Drug Seized Funds			Original PO	Liquidations	PO Balance		
PO #	Vendor	Description	Balance	during FY 20-21	at 6-30-21	GL Acct	
20210445	Craig's Firearm Supply, Inc.	Gun silencers/Other Gun Supplies	$25,577.00	$17,851.50	$7,725.50	19-4310-540000	Gun supplies not delivered before year end

Total PO balances to bring forward (All Funds) **$572,724.64**

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Kelly Smith, Operations Program Administrator

Agenda Title: Budget Amendment - CARES Funding for HDM

Summary of Information: Beaufort County DSS is the recipient of $32,293 through the CARES Act for the purpose of COVID relief for older adults. This funding will be used for Home Delivered Meals. The funding is distributed by Mid-East Commission Area Agency on Aging. This funding is separate from our HCCBG funding and does not require a county match.

There are no county dollars included in the increase of these funds.

Submitter Recommendations/Motions: Staff recommends approving the attached Budget Amendment.

Attachments:

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** September 7, 2021

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105310.526551	Cares COVID Response (Exp.)	$32,293	
100222.493661	Cares COVID Response (Rev.)	$32,293	

Department Justification:
Beaufort County DSS is the recipient of $32,293 through the CARES Act for the purpose of COVID relief for older adults. This funding will be used for Home Delivered Meals. The funding is distributed by Mid-East Commission Area Agency on Aging. This funding is separate from our HCCBG funding and does not require a county match.
There are no county dollars included in the increase of these funds.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Carpenter	8/27/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

NC Division of Aging and Adult Services
DAAS-732-COVID
Provider: Beaufort County DSS
Address:
County: Beaufort

COVID-19 EMERGENCY RESPONSE:
2021 Supplemental Nutrition Funding
HDC5 Consolidated Appropriations Act

Provider Services Summary

Project Start Date: July 1, 2021
Project End Date: September 30, 2022

REVISION # , DATE :

Supplemental Nutrition Funding	Service Delivery (Check one)		A				B	C	D	E	F	G	H	I
			Supplemental Nutrition Funding				Local Match NOT Required	Net* Service Cost	NSIP NOT Allowed	Total COVID-19 Funding	Projected FF-CARES Units	Projected Reimbursement Rate	Projected FF-CARES Clients	Projected Total Units
	Direct	Purchased	Access	In-Home	Other	Total								
Home-Delivered Meals	X				$ 32,293		0	$ 32,293	0	$ 32,293	0	0.0000		0
							0	$ -	0	$ -				
							0	$ -		$ -				
							0	$ -	0	$ -	0			0
							0	$ -	0	$ -	0			0
							0	$ -	0	$ -	0			0
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							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
							0	$ -	0	$ -				
Total			$ -	$ -	$ 32,293	$ 32,293	0	$ 32,293	0	$ 32,293	0		0	0

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Kelly Smith, Operations Program Administrator

Agenda Title: Budget Amendment, CARES Funding

Summary of Information: The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2021, and provides emergency funding to respond to COVID-19. Each county social service agency across the state has been awarded a portion of this supplemental funding based on the population of children in foster care. It is designed to support child welfare agencies in the prevention, preparation, and response to the needs of children and families impacted by the child welfare system and the coronavirus pandemic. Beaufort county was allocated $14,298.

There are no county dollars included in the increase of these funds.

Submitter Recommendations/Motions: Staff recommends approving the budget amendment.

Attachments:

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Beaufort County Finance

Budget Amendment Request

Department: Social Services **Date of Request:** September 7, 2021

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105310.562550	CARES APS/CPS (Exp.)	$14,298	
100222.4936600	CARES APS/CPS (Rev.)	$14,298	

Department Justification:
The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2021 and provides emergency funding to respond to COVID-19. Each county social service agency across the state has been awarded a portion of this supplemental funding based on the population of children in foster care. It is designed to support child welfare agencies in the prevention, preparation, and response to the needs of children and families impacted by the child welfare system and the coronavirus pandemic. Beaufort county was allocated $14,298.
There are no county dollars included in the increase of these funds.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	Melanie Cooper	8/27/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

August 09, 2021

DEAR COUNY DIRECTOR OF SOCIAL SERVICES

ATTENTION: CHILDREN'S SERVICES SUPERVISORS, PROGRAM ADMINISTRATORS, AND PROGRAM MANAGERS

SUBJECT: CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING, PUBLIC LAW 116-136

REQUIRED ACTION: ☐ Information Only ☐ Time Sensitive ☒ Immediate

PURPOSE: TO PROVIDE INSTRUCTION ON THE EXPENDITURE OF CARES ACT FUNDS

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2021 and provides emergency funding to respond to COVID-19. It is designed to support child welfare agencies in the prevention, preparation, and response to the needs of children and families impacted by the child welfare system and the coronavirus pandemic. North Carolina was awarded the supplemental funds by Administration for Children and Families (ACF) on April 23, 2020. The use of the county allocated funds must be for expenses obligated or paid by September 30, 2021. The CARES Act funds must be tracked separately on the attached form to ensure compliance with requirements and allowable expenses.

Each county social service agency has been awarded a portion of this supplemental funding based on the population of children in foster care. Please see the funding allocation sheet attached. These funds must be used to ensure the safety, permanency, and wellbeing of children and families involved in the child welfare during the coronavirus pandemic. Funds can be used to replace county only expenditures not claimed for reimbursement to prevent, prepare for, and respond to COVID-19 prior to the effective date of the award, beginning January 20, 2020. A spreadsheet to document these expenditures is attached and should be completed and returned to Lechelle Evans at Lechelle.evans@dhhs.nc.gov by October 4, 2021.

Please find a fact sheet attached with a list of approved allowable expenses. Funding can be used for any allowable expenses outlined in Title IV-B, Subpart 1, Section 421 of the Act. If you have any questions, contact your Regional Child Welfare Consultant. This information can be found at

The guidance attached is offered as a resource in responding to the aforementioned situations. If you have any questions, contact your Regional Child Welfare Consultant and include your local support manager. This information can be found at https://www.ncdhhs.gov/divisions/social-

services/county-staff-information/local-support-staff-schedules/regional-child.

Sincerely,

Lisa Cauley, Senior Director
Child, Family and Adult Services

Attachments: Funding Allocation Scenarios
CARES Act Fact Sheet
Funding Allocation Scenarios
2021 CARES Act IV-B1 Exp Sum Form

cc: Susan G. Osborne, Assistant Secretary for County Operations
Richard Stegenga, Deputy Director DSS Business Operations
Kathy Stone, Section Chief for Child Protective Services and Prevention
Carla McNeill, Section Chief for Permanency Planning
Teresa Strom, Section Chief for County Operations
Linda Waite, Section Chief for Regulatory and Licensing

CWS-28-2021

County	Children in Foster Care	% of Total Children in Foster Care	Dollars for Distribution
State Total	**10,382**	**100%**	**$ 1,168,799**
Alamance	79	1%	$ 8,894
Alexander	59	1%	$ 6,642
Alleghany	44	0%	$ 4,953
Anson	11	0%	$ 1,238
Ashe	71	1%	$ 7,993
Avery	27	0%	$ 3,040
Beaufort	127	1%	$ 14,298
Bertie	3	0%	$ 338
Bladen	47	0%	$ 5,291
Brunswick	182	2%	$ 20,489
Buncombe	314	3%	$ 35,350
Burke	223	2%	$ 25,105
Cabarrus	138	1%	$ 15,536
Caldwell	126	1%	$ 14,185
Camden	4	0%	$ 450
Carteret	73	1%	$ 8,218
Caswell	14	0%	$ 1,576
Catawba	251	2%	$ 28,257
Chatham	104	1%	$ 11,708
Cherokee	58	1%	$ 6,530
Chowan	4	0%	$ 450
Clay	28	0%	$ 3,152
Cleveland	150	1%	$ 16,887
Columbus	87	1%	$ 9,794
Craven	100	1%	$ 11,258
Cumberland	801	8%	$ 90,176
Currituck	14	0%	$ 1,576
Dare	13	0%	$ 1,464
Davidson	134	1%	$ 15,086
Davie	50	0%	$ 5,629
Duplin	27	0%	$ 3,040
Durham	303	3%	$ 34,112
Edgecombe	45	0%	$ 5,066
Forsyth	226	2%	$ 25,443
Franklin	54	1%	$ 6,079
Gaston	380	4%	$ 42,780
Gates	-	0%	$ -
Graham	25	0%	$ 2,814
Granville	18	0%	$ 2,026
Greene	21	0%	$ 2,364
Guilford	447	4%	$ 50,323
Halifax	8	0%	$ 901
Harnett	164	2%	$ 18,463

Haywood	99	1%	$	11,145
Henderson	162	2%	$	18,238
Hertford	5	0%	$	563
Hoke	50	0%	$	5,629
Hyde	10	0%	$	1,126
Iredell	90	1%	$	10,132
Jackson	63	1%	$	7,092
Johnston	153	1%	$	17,225
Jones	5	0%	$	563
Lee	10	0%	$	1,126
Lenoir	73	1%	$	8,218
Lincoln	67	1%	$	7,543
Macon	76	1%	$	8,556
Madison	35	0%	$	3,940
Martin	47	0%	$	5,291
McDowell	114	1%	$	12,834
Mecklenburg	450	4%	$	50,661
Mitchell	44	0%	$	4,953
Montgomery	18	0%	$	2,026
Moore	67	1%	$	7,543
Nash	20	0%	$	2,252
New Hanover	303	3%	$	34,112
Northampton	6	0%	$	675
Onslow	159	2%	$	17,900
Orange	65	1%	$	7,318
Pamlico	13	0%	$	1,464
Pasquotank	20	0%	$	2,252
Pender	44	0%	$	4,953
Perquimans	7	0%	$	788
Person	85	1%	$	9,569
Pitt	152	1%	$	17,112
Polk	44	0%	$	4,953
Randolph	177	2%	$	19,927
Richmond	74	1%	$	8,331
Robeson	374	4%	$	42,105
Rockingham	156	2%	$	17,562
Rowan	154	1%	$	17,337
Rutherford	131	1%	$	14,748
Sampson	131	1%	$	14,748
Scotland	105	1%	$	11,821
Stanly	33	0%	$	3,715
Stokes	92	1%	$	10,357
Surry	129	1%	$	14,523
Swain	55	1%	$	6,192
Transylvania	62	1%	$	6,980
Tyrrell	6	0%	$	675
Union	137	1%	$	15,423

Vance	46	0%	$ 5,179
Wake	386	4%	$ 43,456
Warren	2	0%	$ 225
Washington	24	0%	$ 2,702
Watauga	81	1%	$ 9,119
Wayne	57	1%	$ 6,417
Wilkes	215	2%	$ 24,205
Wilson	23	0%	$ 2,589
Yadkin	80	1%	$ 9,006
Yancey	42	0%	$ 4,728

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Melanie Corprew, DSS Director

Agenda Title: Purchase Order Approval Over $30,000 - DSS

Summary of Information: Beaufort County's Purchasing Policy requires that for purchases over $30,000, Board Approval is required. Home Delivered Meals are provided to eligible recipients through funding from the Home and Community Care Block Grant. Meals are being prepared by Vidant Beaufort.
The purchase order for the meals is in the amount of $97,707 and requires approval. Adequate funds are included in the FY2021/2022 DSS budget to cover the expenditures.

Submitter Recommendations/Motions: Approve the purchase order to allow DSS to move forward with the purchase of meals for our Home Delivered Meals program.

Attachments:

Purchase Order

Fiscal Year 2022 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20220199-00

Delivery must be made within doors of specified destination.

BILL TO

Beaufort County
Finance Office
121 W. 3rd Street
Washington, NC 27889
Phone: (252) 946-0079
Fax: (252) 946-7722

VENDOR

VIDANT BEAUFORT HOSPITAL
628 E. 12TH STREET
WASHINGTON NC 27889-3409

SHIP TO

632 West 5th Street
Social Services
Washington NC 27889

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		206	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/03/2021	490			STATE IN-HOME/AGING SERVICES

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	Meals for Congregate and Home The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Meals for Home Delivered Meals and Congregate Clients	1.0	EACH	$97,707.000	$97,707.00
	******** GL SUMMARY ******** ***10 -5330-522000*** ***97,707.00***				

This instrument has been preaudited in the manner required by the local government budget and Fiscal Control Act.

VENDOR COPY

By Hallie L Jones
Purchasing Agent

By Anita C. Radcliffe
Finance Officer

Beaufort County is NOT exempt from paying sales tax. All invoices must include sales tax as applicable.

Total Ext. Price	$97,707.00
PO Total	**$97,707.00**

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Topic: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Refunds over $100 - Assessor's Office

Summary of Information: This is to present the Board of Commissioners all tax refunds over the amount of $100.00

Submitter Recommendations/Motions: Staff recommends approval of refunds of attached list.

Attachments:
1. NCPTS Refunds 8/1/21 - 8/19/21
2. NCVTS Refunds 7/23/21-7/31/21
3. NCVTS Refunds 8/1/21 - 8/19/21

Date run: 8/20/2021 9:56:32 AM

TR-406A Refund Detail Report

NCPTS V4

Report Parameters: Refund Status: **ONHOLD**

Default Sort-By: **Refund date, Refund Recipient Name, Refund Recipient Address**

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Transaction Finance sent Date	Refund Amount ($)
840164	WILHELMANIE SMITH NIXON	653 ELM STREET BELHAVEN,NC 27810	Refund on Bill # 0000008475-2020-2020-0000-00	CBINNIE	8/16/2021 7:00:06 PM	100.00
					Total	$100

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/20/2021 10:37:42 AM

July 23 - July 31st Refunds

Payee Name	Primary Owner	Address 1	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
MCINTYRE, ELIZABETH MARIE	MCINTYRE, ELIZABETH MARIE	PO BOX 404	GRANTSBORO, NC 28529	Proration	0059480894	Refund Generated due to proration on Bill #0059480894-2020-2020-0000-00	Tag Surrender	07/26/2021	G01	Tax	($81.20)	$0.00	($81.20)
									C01	Tax	($67.78)	$0.00	($67.78)
									C01	Vehicle Fee	$0.00	$0.00	$0.00
												Refund	$148.98
RONGERS, JAMES W	RONGERS, JAMES W	1187 N TEACHS POINT RD	BATH, NC 27808	Proration	0040694466	Refund Generated due to proration on Bill #0040694466-2020-2020-0000-00	Vehicle Sold	07/30/2021	G01	Tax	($196.80)	$0.00	($196.80)
									F63	Tax	($12.70)	$0.00	($12.70)
									ER	Tax	($15.50)	$0.00	($15.50)
												Refund	$225.00
												Refund Total	$373.98

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 8/20/2021 11:55:18 AM

August 1 - 19th Refunds

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
A W GROUP LLC	A W GROUP LLC		PO BOX 28	BELHAVEN, NC 27810	Proration	0062083806	Refund Generated due to proration on Bill #0062083806-2021-2021-0000-00	Processed in Error	08/12/2021	G01	Tax	($260.68)	$0.00	($260.68)
										F63	Tax	($17.10)	$0.00	($17.10)
										E09	Tax	($20.85)	$0.00	($20.85)
													Refund	$298.63
CUTLER, DAVID MAYO JR	CUTLER, DAVID MAYO JR	CUTLER, MORGAN WILLIAMS	3996 US HIGHWAY 17 N	WASHINGTON, NC 27889	Proration	0060214094	Refund Generated due to proration on Bill #0060214094-2020-2020-0000-00	Vehicle Sold	08/10/2021	G01	Tax	($250.90)	$0.00	($250.90)
										F63	Tax	($16.20)	$0.00	($16.20)
										E02	Tax	($19.75)	$0.00	($19.75)
													Refund	$286.85
FORSYTHE, WILLIAM WAYNE	FORSYTHE, WILLIAM WAYNE		85 HANNAH DRIVE	CHOCOWINITY, NC 27817	Proration	0058163762	Refund Generated due to proration on Bill #0058163762-2020-2020-0000-00	Vehicle Sold	08/02/2021	G01	Tax	($155.36)	$0.00	($155.36)
										F60	Tax	($10.52)	$0.00	($10.52)
										E12	Tax	($12.23)	$0.00	($12.23)
													Refund	$178.11
													Refund Total	$763.59

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Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Wyn Kinion, Tax Collector

Agenda Title: Approval of Tax Collector's Refunds

Summary of Information: This is to present to the Board of Commissioners all tax refunds over the amount of $100.

Submitter Recommendations/Motions: Staff recommends approval of refunds of attached list.

Attachments:

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All Payments are overpayments.

841824	578201	8/20/2021	P.i.# 5686-60-9752 C9BEATB Patrick Reed	0000037124-2021-2021-0000-00	REI	#####	$357.30
AMERICA'S SETTLEMENT COMPANY 8161 MAPLE LAWN BLVD STE 450 FULTON BEAUFORT MD 20759							
	841065	578195	P.i.# 5685-44-7836 C9BEATB Patricia Hollowell	0000022000-2021-2021-0000-00	REI	#####	$216.50
AMERICA'S SETTLEMENT COMPANY 8161 MAPLE LAWN BLVD STE 450 FULTON BEAUFORT MD 20759							
839713	578124	8/6/2021	FPITTMAN No P.i.#	0000048824-2021-2021-0000-00	BUS	#####	$909.99
WARD AND SMITH, P.A. P. O. BOX 867 NEW BERN NC 28563							
	839712	578124	P.i.# 5676-26-5397 8/6/2021 Lodging Associates	0000048825-2021-2021-0000-00	REI	#####	$495.46
WARD AND SMITH, P.A. P. O. BOX 867 NEW BERN NC 28563							
839257	578043	8/2/2021	P.i.# 6605-22-5228 WKINION	0009367810-2012-2012-0000-01	REI	#####	$453.26
ALLIGOOD, JENNIFER JR 404 BRANCHWOOD DRIVE WINTERVILLE BEAUFORT NC 28590							
	839256	578043	P.i.# 6605-22-5228 8/2/2021	0009015123-2008-2008-0000-01	REI	#####	$541.17
ALLIGOOD, JENNIFER JR 404 BRANCHWOOD DRIVE WINTERVILLE BEAUFORT NC 28590							
	839255	578043	8/2/2021	WKINION No bill to apply to:	Debt-Set Error		$572.53
ALLIGOOD, JENNIFER 404 BRANCHWOOD DR WINTERVILLE NC 28590							
843164	578247	8/25/2021	P.i.# 5663-40-5293 WKinion	0000041292-2015-2015-0000-00	REI	#####	271.26
BUCK, ANTHONY D 808 CARROW ROAD CHOCOWINITY , NC 27817							
	843163	578247	No P.i.# 8/25/2021	0009488991-2013-2013-0000-00	IND	#####	$101.43
BUCK, ANTHONY DWAYNE 808 CARROW RD CHOCOWINITY NC 27817							
	843162	578247	No P.i.# 8/25/2021	0009507543-2013-2013-0000-00	RMV	#####	$105.02
BUCK, ANTHONY DWAYNE 808 CARROW RD CHOCOWINITY NC 27817							

	843161	578247	8/25/2021	Mobile Home 0009376761-2012-2012-0000-00	REI	#####	$749.99
BUCK, ANTHONY DWAYNE 808 CARROW RD CHOCOWINITY NC 27817							
843158	578247	8/25/2021	No P.N# WKINION	0009279224-2011-2011-0000-00	IND	#####	127.94
EMBLER, DAVID PO BOX 331 BELHAVEN NC 27810							
838758	577721	6/23/2021	0000005852-2017-2017-0000-00	0000005852-2017-2017-0000-00 P.N# 6666-73-0976	REI	#####	110.61
WALLACE, RUTH ERIN ERIN D WALLACE 17801 168TH STREET BONNER SPRINGS KS 66012							

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Late Applications for Exemption

Summary of Information: Please see the attached list of citizens who are requesting a late exemption and the reason for the request.

Submitter Recommendations/Motions: Staff recommends approval of the attached late application for exemptions.

Attachments: Excel File Attached – Late Applications Received

REID / ABSTRACT	LAST NAME / BUSINESS NAME	FIRST NAME	MIDDLE	PROGRAM	TYPE	RECOMMENDATION
6330	SCHWARTZ	MATTHEWS	JAMES JR.	HOMESTEAD TAX RELIEF	CIRCUIT BREAKER	APPROVE
	SCHWARTZ	MARGARET	A			APPROVE
32500 / 10393	BLAKE	MELVIN	GRAY	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
	BLAKE	PEGGY	WATERS			APPROVE
8932	LODGE	CURTIS	TYRON	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
6395	SEAVER	RONALD	ROBERT JR	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
46886	ROGERS	GLORIA		HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
2992	JACKSON	PHILLIP	L.	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
32944	CHAMPACO	DAVID	C.	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	CHAMPACO	SANDRA	R.			APPROVE
11457	BOYD	MARY	T.	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
19318	BARNES	MABLE	MAE	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
26119	ARNOLD	ERVIN	RAY	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	ARNOLD	JUNE				APPROVE
41038	ALLEN	PAUL	S.	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	ALLEN	PHYLLIS				APPROVE
41690	WOODEN	CARNEILIUS	ANTHONEY	HOMESTEAD TAX RELIEF	DISABLED VETERAN	APPROVE
	WOODEN	SHERRY	DEMETRICE			APPROVE
24482	MOORE	MATTIE	LEE	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
9537869	PETERSON	MARY	MARGARET	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
40083	DANIELS	MATILDA	MAE	HOMESTEAD TAX RELIEF	ELDERLY	APPROVE
43411	PAMLICO ROSE INSTITUTE			AV-10 PROPERTY TAX EXEMPTION	CHARITABLE ENTITIY 105-278.7	APPROVE
43941	PAMLICO ROSE INSTITUTE			AV-10 PROPERTY TAX EXEMPTION	CHARITABLE ENTITIY 105-278.7	APPROVE

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works Director

Agenda Title: Surplus Equipment Trailer

Summary of Information: The Public Works Department requests to surplus an equipment trailer determined to belong to the County during contractor cleanup at the Beaufort County Landfill. The trailer has been inspected by Water Division employees for potential use and has been deemed unusable and unsafe for that purpose. No identifying information has been found on the trailer and nothing is listed in County equipment records.

Submitter Recommendations/Motions: Staff recommends approving the surplus of the equipment trailer.

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Rivers East Workforce Development Appointments

Summary of Information: Jenny Brown term on the Rivers East Workforce Development Board has expired. Ms. Brown currently represents Beaufort County as a private sector representative. The Workforce Development Board is recommending Ms. Brown be reappointed to a two-year term which would expire on June 30, 2023.

Submitter Recommendations/Motions: Staff recommends approving reappointing Jenny Brown to a two-year term that will end June 30, 2023.

Attachments:

Katie Mosher

From: Jennie Bowen <jbowen@mideastcom.org>
Sent: Wednesday, July 28, 2021 4:31 PM
To: Katie Mosher
Cc: Brian Alligood
Subject: Rivers East WDB Appointments

CAUTION: This email originated from outside of the Beaufort County system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Katie,
One Beaufort County appointment to the Rivers East Workforce Development Board is set to expire on July 31, 2021. Currently Jenny Brown of Vidant and Mary Pinkston of Iconic Marine Group represent Beaufort County private sector.

Jenny Brown has attended 100% of all meetings. Jenny Brown's seat is currently set to expire on July 31, 2021. We recommend Jenny Brown be reappointed for another 2 year term. Note: our bylaws state "appointments will be for a two-year term to expire on June 30th of each respective term".

Mary Pinkston has attended 80% of all meetings. Her current term is set to expire June 30, 2022. No action is needed on her appointment at this time.

Thank you in advance for your help and support. If you have any questions, please do not hesitate to contact me.

Jennie

Jennie Bowen
Workforce Development Director

Mid-East Commission
Rivers East Workforce Development Board
1502 N. Market St., Suite A
Washington, NC 27889
(t) 252.974.1815
(f) 252.946.5489

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

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Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Resolution Opposing Reduction in Number of Judges

Summary of Information: Judge Parker requested a resolution of support opposing the reduction of judges in District Two which is being suggested in the sixth version of Senate Bill 105. On August 13, 2021, you received an email asking if you would support the attached resolution and if enough Commissioners approved it the resolution would be sent to state representatives and then ratified during your regularly held meeting on September 7, 2021.

The Clerk to the Board received four affirmatives from Commissioners agreeing to the resolution entitled "Resolution Opposing the Reduction in the Number of Judges in the Second Judicial District".

Submitter Recommendations/Motions: Staff recommends approving the attached resolution entitled "Resolution Opposing the Reduction in the Number of Judges in the Second Judicial District".

Attachments:

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RESOLUTION OPPOSING THE REDUCTION IN THE NUMBER OF JUDGES IN THE SECOND JUDICIAL DISTRICT

WHEREAS, the Second Judicial District is comprised of the following five counties: Beaufort, Martin, Washington, Tyrrell and Hyde; and

WHEREAS, the geographical area of the Second Judicial District is the largest in the State of North Carolina covering over 3,900 square miles; and

WHEREAS, judges are already required to travel between 28 to 79 miles one way to get to the various courthouses within the Second Judicial District; and

WHEREAS, the Second Judicial District has had four judges since 2001, and the number of felonies and traffic matters has steadily increased and doubled over the past twenty years; and

WHERAS, the opioid crisis has further contributed to a shocking increase in the number of criminal cases being dealt with in the Second Judicial District; and

WHEREAS, the indirect and tragic impacts of the opioid crisis upon the children and families within the affected communities has even further contributed to an equally shocking increase in the number of abuse, neglect, and dependency cases requiring additional judicial time to be spent both in and out of the courtroom by judges within the Second Judicial District; and

WHEREAS, the Juvenile Justice Reinvestment Act went into effect December 1, 2019 and required the Second Judicial District to add court sessions to accommodate the increased number of juvenile cases to be dealt with as a result; and

WHEREAS, any reduction in the number of judges in the Second Judicial District will immediately cause a reduction in the number of court sessions and result in crowded courtrooms, longer court days, case delays, and will negatively impact the clerks, bailiffs, law enforcement, attorneys, judges, and most importantly the general public served by the court system; and

WHEREAS, we conclude it is not in the best interest of our citizens or the Second Judicial District to lose any of the four judge positions that have been assigned to the district for two decades, due to the immediate and significant detrimental impact such loss would have upon our citizen's access to justice in a prompt and effective manner.

NOW THEREFORE, THE BEAUFORT COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVE AS FOLLOWS:

That this resolution in opposition to any reduction in the number of judges in the Second Judicial District is adopted and that it be transmitted to the North Carolina General Assembly through the duly elected members of that body representing those counties within the Second

Judicial District in order to respectfully request that the number of judges in the Second Judicial District not be reduced for the reasons stated herein.

Adopted this the 13th day of August, 2021.

Frankie Waters, Chairman
Beaufort County Board of Commissioners

Kathleen Mosher,
Clerk to the Board, Beaufort County

ESTABLISH AND SUPPORT VETERANS TREATMENT COURT PILOT PROGRAMS

SECTION 16.5.(a) Veterans Treatment Court Pilot Programs. – The Administrative Office of the Courts, in coordination with the District Attorney's Offices in Cumberland County and Onslow County, shall establish pilot programs that create Cumberland County and Onslow County veterans treatment courts, as governed by Article 62 of Chapter 7A of the General Statutes.

SECTION 16.5.(b) Report. – The Administrative Office of the Courts shall report to the Joint Legislative Oversight Committee on Justice and Public Safety on the results of the pilot programs established in this section no later than February 1 of each year following a year in which a pilot program receives funding from the State.

SECTION 16.5.(c) Policy. – It is the intent of the General Assembly that appropriations made in this act to aid Cumberland County and Onslow County to create and operate veterans treatment courts are made on a one-time basis for the 2022-2023 fiscal year and other funding sources should be sought to fund this program in future fiscal years.

MODIFY DISTRICT COURT JUDGE NUMBERS, DISTRICTS, AND RESIDENCY REQUIREMENTS AND ADD MAGISTRATES TO UNION COUNTY

SECTION 16.7.(a) G.S. 7A-133(a) reads as rewritten:

"(a) Each district court district shall have the numbers of judges as set forth in the following table:

District	Judges	County
1	5	Camden
		Chowan
		Currituck
		Dare
		Gates
		Pasquotank
		Perquimans
2	43	Martin
		Beaufort
		Tyrrell
		Hyde
		Washington
3A	6	Pitt
3B	6	Craven
		Pamlico
		Carteret
4	9	Sampson
		Duplin
		Jones
		Onslow
5	9	New Hanover
		Pender
6	4	Northampton
		Bertie
		Hertford
		Halifax
7	7	Nash
		Edgecombe
		Wilson

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Approval of Board of Commissioner Minutes

Summary of Information: Approve the following meeting minutes submitted by the Clerk to the Board:

May 25, 2021 – Budget Workshop
May 27, 2021 – Budget Workshop
June 1, 2021 – Budget Workshop
June 10, 2021 – Special Called Meeting - Budget Approval
July 19, 2021 – Special Called Meeting – ARPA Funds
August 2, 2021 – Regular Monthly Meeting

Submitter Recommendations/Motions: Motion to approve minutes as submitted by the Clerk to the Board.

Attachments:

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The Beaufort County Board of Commissioner met for a Budget Workshop Meeting on Tuesday, May 25, 2021, at 5:00 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Chairman Frankie Waters
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Staff Present
Brian Alligood, County Manager
Kathleen Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

Call to Order

Chairman Waters reconvened the budget workshop.

Motion: Commissioner Rebholz motioned to approve the agenda. Vice-Chairman Langley seconded. The vote was unanimous.

Chairman Waters said for your information, Commissioner Walker says he has to leave at 6:00 PM. He said a few other housekeeping items, I will not be here when we have the expansion discussion so Vice-Chairman Langley will serve here. He said the day, June 1st, my flight coming back in is going to make it almost impossible for me to make it back here at 5:00 PM and if you would change that to 7:00 PM I would appreciate it. He said that's on June 1st, it's not a regular Commissioners meeting, it's a wrap up.

Motion: Commissioner Rebholz motioned to move the June 1, 2021, meeting from 5:00 PM to 7:00 PM. Commissioner Walker seconded. The vote was unanimous.

Mr. Alligood said just a couple of follow ups from the last meeting. He said there are three pieces of paper that I've added to your desk. He said the first one looks like this; it has the two boxes in it. He said the first one says North Carolina Employee Retirement System. He said Commissioner Rebholz had asked what the rates were and how they had changed, and you will see these are the rates. He said under the retirement system the contribution by the employer. He said there's both an employee contribution and an employer contribution and you'll see the employer contribution, which is what the State Treasurer controls and has the ability to change. He said the employee contribution is in statute and would take an act of the General Assembly to change and that's 6%. He said so you see the difference, July 1, 2020, there is a non-law enforcement-based rate and then there is a law enforcement base rate and it's a little higher on for law enforcement. He said the change from last fiscal year to project to this fiscal year is a 1.2% increase. He said we roughly have about a $17 million payroll so that equates to a little over $200,000. He said ten the second piece is the North Carolina State Plan, of which the County is a member. He said they're plan actually went down this year, it went down by a total of $124,80 per year so you see the effective date on that, January 1, 2020. He said the premium for the year for employee only coverage, which is what the County provides, and then what it was this January 1, 2021. He said the difference between the two, and I don't know why they don't get them on the same fiscal year btu the retirement system works on the fiscal year, so it runs July 1 to June 30th. He said the health plan runs on the calendar year so January 1 to December 31 so the challenge that we have is we could get caught in a rate change because our

budget runs on the fiscal year and they run on the calendar year so what we know on July 1 could change on January 1. He said but that is that information. He said the second piece of information is a letter from the Department of Revenue. He said that is what we talked about a little bit about what our sales ratios were and what the state requires when the sales ratios drop and how it impacts public service, public utility valuations. He said Tax Assessor Lloyd Salter is here tonight and he'll talk to you just a few minutes about that before we get kicked off. He said then you have the other sheet, the Sheriff's Office salary adjustments. He said that was requested, it was a request from Commissioner Richardson. He said Chief Deputy Rose asked and we sent out a note to the Board asking was there anything they might need so he could be prepared to present it to them. He said Commissioner Richardson had a list. He said Chief Deputy Rose took the first four or five and I had the last one because it's a personnel piece, so you have that for when the Sheriff's Office is here. He said then Elena Cameron, who is executive director of BCDC is here tonight for the start of the meeting because there are a couple of questions that I couldn't answer about BCDC and BATS. He said they operate BATS. He said so she's here tonight to answer any of those quick questions you may have.

Chairman Waters said I think Commissioner Richardson had at least one question.

Commissioner Richardson said what we were talking about, we were talking about revenues. He said do you collect a fee from passengers who personally ride your system

Ms. Elena Cameron said yes sir.

Commissioner Richardson said how do you go about, what is your schedule and how do you go about doing that.

Ms. Cameron said we have a fee schedule that is posted on our website. She said it depends on the location. She said every passenger has to depart from Beaufort County, we cannot pick up a passenger in another county and take them there. She said if it's an out-of-pocket fee it depends if they're doing Washington, Chocowinity, Bath or Old Ford, where they're going and what the total cost is.

Commissioner Richardson said about how much revenue did you take in.

Ms. Cameron said from just the out of pocket, well last year was kind of skewed because of Covid but the majority of our revenues come in from our non-medical transportation that we do with different entities. She said for out-of-pocket fees that's just rural general passengers like if someone would like to go to the store or the senior center and there's no funding for that if they wanted to go for a swim when the pool is open or go to the drug store and some have employment but may not have employment funding. She said if we had someone who was originating out of the Bath/Old Ford area, and they wanted to go to Chocowinity it would be $15.00. She said they wanted to go to Greenville it would be $25.00 but if we've got a lot of passengers that need to go to Durham or Chapel Hill it could be up to $125.00 because we may have to leave a driver up there to wait.

Commissioner Richardson said that's cash out of pocket.

Ms. Cameron said that's some cash out of pocket.

Commissioner Richardson said about how much, in dollars, did you collect in revenue last year or the year before.

Ms. Cameron said I would probably say probably about $35,000 or $40,000.

Commissioner Richardson said can you get those numbers to the Clerk and have them email them to us.

Ms. Cameron said absolutely. She said they will be skewed because our numbers plummeted a lot last year because of Covid. She said we had a significant decrease in ridership.

Commissioner Richardson said but the majority of your business comes from agencies that pay for picking up and delivering patients.

Ms. Cameron said it could be. She said we have our non-medical transportation that could be a Medicaid recipient. She said we currently receive those referrals from DSS. She said starting July 1st we will be working with two state brokers that is going to start pulling that away from DSS. She said also we're getting funding from the Cancer Center, and we do a lot of dialysis runs so that's two to three times a week, to and from, and we start, someone comes in at 1:30 in the morning to be prepared to be on the road at 2:30 and then we have 3:00 AM and 3:30 AM runs.

Commissioner Richardson said so you wait for the patients when you deliver them to dialysis.

Ms. Cameron said not necessarily, that is only if they're in Greenville, Chapel Hill, Durham. She said we had someone in Pamlico County today. She said if it's more cost effective and how the routes line up we may have someone that has to sit there, yes sir. She said if it's someone in town they'll do a drop off and then the patient calls or someone in the office calls and tells us they're ready for pick up and we dispatch out for someone to go get them.

Commissioner Richardson said do you have an hourly charge for wait.

Ms. Cameron said no, we don't charge for waiting.

Commissioner Richardson said you just charge the transportation, so you eat the waiting charge time.

Ms. Cameron said it used to be we had a charge for wait but we're not able to do that anymore, so we do eat the fee.

Commissioner Richardson said is that because the state is telling you you're really a transportation organization and not a service organization.

Ms. Cameron said not necessarily it's just that when you do a transport, some of the problem that we have is we may dispatch a vehicle down to Belhaven and take someone a mile down the road and we have to sit and wait because it's not cost effective to bring the vehicle back to Washington or to the Bath area, so we absorb that cost, yes sir.

Commissioner Richardson said several years ago you tried routes, pick up downtown and deliver to the community college and do some other things. He said that didn't really work out did it.

Ms. Cameron said it didn't really have a demand. She said we do transport people to the community college and if people call and say they want to go to the grocery store or go to Walmart we will provide that service, but everything is fee for service.

Commissioner Richardson said how many transportation units do you have now.

Ms. Cameron said we have 12 in the fleet, and we were able to, during Covid we were able to purchase two mini-vans, they're black, we got two 2019's for $3,500 from another fleet in Greensboro so we purchased them to assist with our Covid transportation. She said especially for the long trips because due to the length of the vehicle we were able to carry one and because of Covid we're, of course, restricted on how many people we can transport, even with the barriers we put up and the purification system that we installed that kills everything on contact we are still under Covid regulations, and we'll continue to do that.

Commissioner Richardson said what percentage of your revenue do you get as a grant from the State, the Department of Transportation.

Ms. Cameron said for, based on what we have received on our local share of funding, and this is basically what is requirement for us to continue to receive our funding and the local share, we're currently at what is required for local share, $211,596. She said we are receiving and have received from the County for the past six years $193,750. She said that's the required.

Commissioner Richardson said that's per year, and how much do you receive from the State.

Ms. Cameron said are you talking about DOT.

Commissioner Richardson said yeah.

Ms. Cameron said that is $636,136.

Commissioner Richardson said so we're funding a third.

Ms. Cameron said due to the continued requirements and with changes with DOT, as it continues to change every year, several years ago we had to bring in another administrative assistant due to the NCTracks billing requirements the billing needs to go through the Department of Social Services but then it was put back on to the provider, so we had to do that. She said now we're going to be going with brokers so that's going to be an additional administrative cost so we're now up to three administrative assistants in that department, along with a manager because we have to have someone who is dedicated to scheduling and dispatch, one who is in charge of maintenance and verification, one biller and one manager. She said that does not include any type of human resources oversight and our billing department, we've had to go in and make so many changes with them on how the agency operates to accommodate all the coding and everything based on DOT requirements.

Commissioner Richardson said how do your prices compare to the local taxicab services.

Ms. Cameron said we, it depends on the location. She said if we have someone that's a regular customer it's cheaper than doing just one trip but because of, taxis are not bound to some of the restrictions that we are. She said if we were able to be at full capacity we could be, it could be cheaper but because we're not able to be at full capacity there is an impact, but we've not changed our cost to any rider for several years because we didn't want to pass on that cost, so we've been absorbing it.

Commissioner Richardson said but how do your rates compare to a taxicab service.

Ms. Cameron said it just depends on the location. She said we try to stay comparative to. She said if we were able to go and take one passenger it would probably be a little bit more because we have so many requirements and out of pocket fees and so forth and it costs more to move the bigger vehicles. She said that's why we've been trying through our vehicle replacement, to go with a smaller more cost-efficient vehicle to reduce the cost of fuel and so forth. She said we spent $80,000 just in fuel and camera expenses the year before, to reflect a normal year without Covid but in some cases it can be cheaper. She said we do compete with the taxicabs when it comes to referrals from DSS but when it comes to the brokers that's going to change because you have to meet so many more requirements with the brokers.

Commissioner Richardson said does that mean the prices will go up or they'll go down.

Ms. Cameron said no sir, the prices will not change. She said the referrals that were normally going to DSS is the brokers. She said they want to use the transit systems because you can put more people in a vehicle, and it utilize the vehicle more cost effectively. She said they're trying to save on cost because the cost that they save goes in their pocket because they're not a non-profit, they're a for profit.

Commissioner Booth said did you state that if three people go to Raleigh do each one of those people pay the same thing as one person going.

Ms. Cameron said we can't put three people in the same vehicle.

Commissioner Booth said I'm just looking for a number.

Ms. Cameron said they would be able to share the cost.

Commissioner Booth said if it's $125.00 trip and two people go is that $75.00 a piece or is it $125.00 apiece.

Ms. Cameron said we're not able to take three.

Commissioner Booth said I understand that, how about two.

Ms. Cameron said with two, the problem is we're using mini vans we're using one. She said if we can do we try to reduce the cost so it's not such a hardship on someone out of pocket.

Commissioner Booth said how much of that is paid through Medicaid or Medicare.

Ms. Cameron said if it is a medical appointment, we do not contract for Medicare.

Commissioner Booth said that goes through DSS.

Ms. Cameron said that, yes, it's not passed on to transit systems and also the brokers are not doing Medicare right now either. She said it's strictly Medicaid, or a Medicaid trip for a doctor's appointment then Medicaid does pay for it.

Commissioner Booth said some of the people you're taking to the dialysis center, if they don't have funds what happens.

Ms. Cameron said we try to use some funds but they're quite limited, ADTAP funds, we try to exhaust those, but it usually only covers about six passengers.

Commissioner Booth said what happens, do you leave them sitting in the house.

Ms. Cameron said we try to look for additional funding. She said we have received a grant from the hospital for $5,000 to try and extend it for people as much as we can because we know that it's a life sustaining treatment that they need so we do what we can. She said luckily most individuals are able to help us pay for it.

Mr. Alligood said Mr. Salter is going to speak to you for a couple of minutes about the reval piece.

Chairman Waters said is this pertaining to the letter that you passed out.

Mr. Alligood said yes.

Mr. Lloyd Salter said I'm going to start off reading a little bit based on what's in the letter. He said as stated in the letter from May 10, 2021, the North Carolina Revenue Department advises that Beaufort County conducts its next reappraisal at the earlier, currently scheduled reappraisal or 2024. He said as you gentlemen know, to my knowledge we're currently scheduled for 2026. He said so what the Department of Revenue is advising is to move up the schedule two years. He said the reason for this letter, and you can almost say this is an automatically generated letter in some ways. He said what happens is when your County sales ratio dips below a certain amount

they're going to generate a letter such as this, they're going to send a letter such as this. He said there's a couple of different times they do this. He said essentially what has happened is your sales ratio in essence is what the tax value and the sale value are against each other. He said in this case we, the County, send every year, four quarters, we send a sampling of sales at their request. He said we pick it when they request, we send the sales data from the arm's length transactions. He said some of them don't end up being and they take those into effect as well, they take those out and they look at what our sales ratio is. He said this year, this letter, I think we were let know just a week before the letter, we are in the 89, high 89% in sales ratio so we've dipped under that .9 that they look at. He said what this means is a recommendation. He said that's exactly what it is. He said the Department of Revenue, to my knowledge, does not have the ability, unless the legislature does something, to make us do it any sooner however this is their recommendation. He said now I'll try to be really brief, but I do want to hit on a couple of things. He said one thing that's important to know any time the sales ratio comes into play, that will be next year, I mentioned it to you gentlemen before, what's going to happen next year if the economy stays where it is, there's another scenario that the Department of Revenue deals with and that is, essentially, if our sales ratio does not go up, and I don't think it will because this year has been a good market, it's been a strong market, I don't think right now it will at least, and we continue on the path of that ratio dropping down a little bit, what's going to happen is next year they're going to reassess our public utility. He said essentially what happens is whatever percentage our sales ratio for next year is as a County, they apply that number to our public utility value and then we then tax that. He said I'll give a quick example. He said a public utility value for, I think, public knowledge is I think $144 million, and they're going to go ahead and apply that 89% to that before you apply the tax rate. He said this is Something I've mentioned to you before, I've discussed it with Mr. Alligood, they're aware of this, there's a very good chance this could happen next year. He said that's one reason they send this. He said they want us to be aware. He said that will continue each year until the seventh year. He said in the seventh year what will happen, they'll look again. He said in other words the seventh year of the reval, and they'll look again in the seventh year. He said what happens is they'll take that percentage and apply it to the public utilities. He said so in other words let's say it's 85%, it's a good round number, it would follow the pattern, they apply the 85%. He said they do it the following year and in the seventh year they're going to do whatever the sales ratio was from slightly before. He said you're talking, and again, I'm trying to be very high level for this, you're talking revenue of $140,000 to $160,000 next year, every year and in the seventh year it will be a lot higher, I believe, if the economy continues doing what it is. He said I don't have a crystal ball; I can't tell you the real-estate market is going to keep doing what it's doing but I think we all know it's moving really quick. He said there's three options and I'll be done. He said the three options are we maintain at 2026, or we could move forward to 2025. He said that would eliminate the seventh year and you wouldn't have to worry about that so much. He said moving all the way to 2024, I do have some concerns about that but again, I do serve at the Boards pleasure, and I think that would be something we would have to discuss. He said I'm just here to let you know that's what the letter said, that's what's going on, that's what they're doing. He said I've been working on making sure all the data is there for sales and everything else for the State to do the research they do, and we came in under 90%.

Chairman Waters said so what you're saying is if we do move it up a year we're going to have to plump up our annual contribution to our reval. He said is that $162,000.

Mr. Salter said that is correct and of course, thankfully we have a Manager who knows this better than I do but if we were to move it up I would only suggest it a year, not two. He said you move it up a year you have a lot of good things you can do with that. He said one, you don't lose that seventh-year reassessment piece, you can still take advantage of the market or theoretically you could move it back again to the year it was originally. He said if you were to move it up a year that would take us to 2025, it gives us 3 ½ years to raise the fee, find a company, do the work, etcetera, etcetera, as opposed to 2 ½ years.

Chairman Waters said it would be during the June 1st meeting if we needed to change the amount I guess. He said we could do that at a later date.

Mr. Alligood said I think you could do that at a later date, but we don't want to push it too far out. He said Mr. Salter is going to need to know because he would have to get some work done and put in place if you're going

to go out and adjust it. He said obviously what he said is it would be very problematic to move it two years closer. He said one year, the seventh year would probably be okay, and we can make those adjustments, but we can't let it linger too much longer.

Mr. Salter said I agree with what the Manager said.

Mr. Alligood said we are starting on public safety tonight and the general fund. He said we will start with the Sheriff's office and Chief Deputy Rose is here tonight to answer any questions the Board may have regarding their budget. He said I want to tell you, you can see the, on the line items we went back and forth on these.

Chairman Waters said you want to take each one at a time, let's start with the Sheriff's.

Chief Deputy Rose said thank for allowing me to speak on behalf of the Sheriff on the Sheriff's budget. He said I have several handouts, just like I have each year. He said you said you want to start with the Sheriff's budget overall.

Chairman Waters said if you were planning a different one that's fine. He said that's the first one we have in our book.

Chief Deputy Rose said I do have an email that was sent by Commissioner Richardson and also by Commissioner Rebholz and I think most of the questions they had will be answered but I do have written answers to each Commissioner and to the County Manager as well. He said so there are several lines in the Sheriff's Office budget that I wanted to discuss with the Board specifically. He said after the negotiations with the County Manager and Finance Officer I just wanted to bring up that the budget that we had as far as line items for salaries, benefits, operational expenses and capital purchases, or that continuation budget piece, so that is set at an FTE level of 89 and I think that's very important for us to discuss because there were deductions that were made along the budget that takes us to that 89 number. He said anything else throughout further debate that may need to be adjusted back up if FTEs were to added back into the budget starting in July. He said so the first number being overtime, of course, we have been trending over the last two or three years with overtime right at $300,000. He said the reason that it's been sticking at that number is because the normal overtime we would have for late calls that take deputies into three and four hours beyond their regular shift to major instances, which we've been having more over the last three years, that we have five or six, up to ten deputies that are working 24 hours in a row. He said it just depends on what type of crime that you have. He said then, over the last two or three years we've also had at least one, if not two, even three major incidents that would cause overtime on a continuing basis. He said if we have a hurricane that would cause shelters to open we would have someone at each shelter that's open for 24 hours a day. He said for each one of those minutes or hours, however you want to look at it, would be overtime hours. He said with the issues that we had in the jail, which hopefully we won't have issues like that in the next handful of years, we would actually be operating multiple facilities so we would split our staff up into two and sometimes three facilities, meaning that at least two of those facilities, every minute would be an overtime minute. He said so we would have different drivers that would put that overtime minute up and that was with us being at 102 or 107 personnel. He said moving down to 89 we're really dropping the staffing level back to about 2012 or 2013 and it would be really hard for us to go back and compare apples to apples and what we would need to do to take staffing levels back to that point and how they would affect the services that go along with it. He said so at $250,000, right off hand, if something doesn't change we're going to roll past that $250,000 in February. He said that's just how things have gone over the last two or three years and things have been pretty much on that steady track for the last two and three years, as you can see that. He said the next line, at $89,000 is the uniform line. He said uniforms have always been an issue and tough to gage when it comes to the point where we get to us at the Sheriff's Office know what we need and what the comfortable number the County Manager puts in his recommended budget. He said at $62,706 that puts that puts that, even at the level of 47 sworn deputies, which is where we are looking at 89 employees, we would go from 65 sworn deputies to 47 sworn deputies, that puts us at about $1,300 per year, per deputy. He said part of the uniform and probably one of the more expensive items that would go there is your body armor. He said now body armor itself would be about $750.00 per unit. He said right now we're on a schedule where we try to do a quarter of the body armor

each year and so at that level it would be 15 at the $750 so a lot of that line item is going to get caught up by one piece of equipment and that's body armor. He said now with new deputies, in any given year we're going to have five to a dozen new deputies come in. He said to outfit a new deputy it's going to be more like $3,000 and that's because they need stuff that's for them. He said it's hard to go off the rack and outfit a deputy because that deputy might be anywhere 5'2" to 6'8", might be anywhere from 160 lbs to 250 lbs and you need to make sure they're wearing the appropriate gear, the appropriate uniform and that they have a certain look. He said you don't want them to look sloppy and that's more than just a look that commands presence, an officer's presence that is a deterrent for any of the bad stuff that can go on for a law enforcement officer on a call so it's very important. He said next line is law enforcement supplies. He said just to talk about that, that number has been $40,000 steadily for the last four or five years. He said I just wanted to point out in the spreadsheet I gave you, ammunition covers about half of that. He said we spend about $20,000 on ammo each year for the trainings and qualifications that we have to have. He said then evidence, materials and supplies, there's a certain way that we've got to maintain custody of evidence. He said we've got to have it a certain way, there's no deviation or anything we have to do which means we have to have the proper material, we have to have it packaged in an appropriate way and that's a cost that we have to have. He said then a third highlight I have is evidence destruction. He said for the past three years we've been spending anywhere from $3,000 to $6,000 that we actually pay out to Animal Control to dispose of the evidence that has gone through the process and it's time for it to get destroyed. He said so they use their incinerator after we get the court order to destroy the stuff and then we still have to pay. He said I understand that it's still a cost for them but that's also a cost for us and as for those three items, it brings us to $40,000, you know, we've talked about $40,000. He said you have the spreadsheet on the other things that we use that particular line item for, and it covers a lot of ground. He said I have a concern about fuel costs, but I have a concern about fuel costs each year. He said for the last handful of years it's been pretty steady as far as the price per gallon costs but as we've seen over the last couple of weeks and the trend that's moving forward since this year has started the gas prices are going higher and higher and it's one of those things where we try to budget the best we can, but we only have certain alternatives. He said we can pay whatever we need to, or we can stop driving. He said we try to hit the mark but that one I definitely have a concern with. He said $168,000 being where we were the last couple of years and going down to $150,000 now. He said last mention I wanted to say on the Sheriff's Office budget on my concerns is an equivalent, if you remember over the last year we have really done a good job with a partnership with the Sheriff's Office and the Commissioners over upgrading in the advancements of our body camera's and our in-car cameras and its phenomenal information. He said whether it's evidence or training or whatever good purpose you want to think about when it comes to cameras being another view, whatever incidence we've had we have received the benefit of all of those but at a very high cost so the recommended level of equipment being $100,000, $59,000 of that each year is going to be the body cameras and the in-car cameras. He said I mentioned that to mention 2024/2025 the hand-held VIPER radios that we've carried for about 10 years, they're reaching their serviceable end of life so it's not like sort of the old radio equipment with UHF of VHF where the older it got it just wouldn't work as well. He said once these radios reach the end of life and VIPER turns them off they're done, they're paperweights. He said so at $4,000 or $5,000 per unit we've got 10 units that can last beyond 24/25 so whatever staffing level that we are we're going to have to have anywhere from 55 to 65 of those radios purchased and in hand before the end of 24/25 so instead of it hitting in one year and saying hey, we're going to need $250,000 for radios we're going to try and purchase 10 or 12 each year. He said so for each vehicle and the capital cost that goes along with that, since we've got mobile VIPER radios, we're going to include the handheld with that we're going to purchase 3 or 4 to get us up to that point where we're buying 10 radios a year so we can be okay at the end of their service life. He said that's just something I mentioned last year and I'm going to mention it again this year for thoughts and discussion. He said so we're talking two pieces of equipment that eats up the entire appropriation of equipment if we don't do something else so those are my concerns that I have with the Sheriff's Office budget, but I know that the main purpose of me being here is to answer any questions that Commissioners have so I'm ready to answer those.

Commissioner Walker said the color coding, is there a reason.

Chief Deputy Rose said sure, the spreadsheet that you have in front, that's me giving you my spreadsheet and how I understand and keep up with our budget so the brown would be for patrol division, the green would be for

the drug unit and criminal investigators requests. He said the blue would be for IT requests. He said Red would be specifically for evidence and then yellow or gold would be for front office or training purposes. He said it just helps me keep my thoughts organized.

Chairman Waters said the storage building that's in the budget that you're recommending, Mr. Alligood, did I understand is that going to be partly used for evidence or not.

Mr. Alligood said it would be our hope that we would be able to construct a facility that would be able to do that. He said Deputy Chief Rose and I have had some conversations about their needs and what we are currently expending on storage and based on American Rescue Act funds I believe that may be an opportunity for us to use additional money through that because I got an estimate the end of last week and it's about double what I put in there for that particular building so we would need to do some additional along those line. He said but that would be our hope that we would be able to do that in some form where it could be highly secured, and they would have an opportunity to put stuff there as well as vehicles they seize and things like that.

Commissioner Richardson said if you're talking about evidence you're talking about a room that's climate controlled and a room that has steel walls, concrete walls, extra security, and a room that has a ceiling in it that impenetrable.

Mr. Alligood said yes, typically, and Chief Deputy Rose can speak to that but in the areas they have storage they use chain link, it's chain link where it's covered on all sides and top and its climate controlled and that's essentially what we would be looking at, some form of that, maybe use a split unit. He said we wouldn't necessarily air condition the entire area of that building but probably certain areas of the building.

Commissioner Richardson said you'd probably have camera protection and some other tamper notice.

Mr. Alligood said in general, and you'll see part of the maintenance funds is to move towards card access on facilities so that we have a record of who goes in, what time they go in and what time they go out. He said so similar, cameras and similar to that but then a second locking mechanism that the Sheriff's Office would control that we would have no control over.

Commissioner Richardson said that's what I'm saying, the Sheriff's Office would have to be separate from anything we would do.

Mr. Alligood said yes sir, that's correct. He said they would have individual control of that just like EMS has individual control of narcotics and things like that.

Commissioner Richardson said and their own entrance.

Chief Deputy Rose said if I may, we have on-site at the Sheriff's Office, storage and we also have the vast majority of the storage that we have is off-site. He said we have an agreement with the vendor that we're renting the space from that we pretty much go in, and we put the secure barricade. He said to your point we use motion, video, and secure area for our specific needs for our areas that are separate from anyone else so part of the conversation going into this negotiation was that the vendor we had an opportunity with the vendor we've been dealing with over the last couple of years where they purchased a building, they we're going to upfit that for more climate control storage. He said we have been in the building that we're in and every time a unit would open up we would grab that additional space and unit and we would have to keep extending our barricade and barrier out. He said with the opportunity that we had we could've jumped in at the beginning and they would design it just for us. He said it was good for the vendor because they knew it was guaranteed money. He said they knew that we would pay the bill and wouldn't have to go back and make sure each individual unit that they had was being rented out and that's what we took to the negotiations. He said understand that moving forward, when it comes to storage for County wide I think that would be great, I think it's a need for most of the departments that you have it's just we need a lot of space between now and then so if we're going to stay in the

same spot that we are for at least the next year we are going to need to continue, every time a unit opens up we'll grab it, we'll grab some more space and we'll do that until a more semi-permanent place opens up by the County.

Commissioner Richardson said what's causing the growth in the need for storage. He said not trying the cases because of Covid.

Chief Deputy Rose said I would say, probably more need for evidence storage is because the rules keep on changing about how long you have to keep evidence. He said if there's a felony that's committed but there's not a charge that goes along with that felony then we have to keep that evidence forever. He said there's no statute of limitations on felonies. He said so it's fine if you've got an envelope but if you've got a bicycle or motorcycle or anything that has any size you've got to keep forever and that eats up space pretty quickly. He said with the digital age that we have it actually helped for a little bit but almost like going paperless. He said when you go paperless it seems like you use more paper than you did before. He said we're running into an issue as well with the digital age. He said we're having to keep more evidence. He said 5 years ago we had about 12,000 pieces of evidence at any given time. He said now we're anywhere between 14,000 and 15,000 and there's no reason to think that number is going to go down any time soon. He said that number is just going to increase.

Commissioner Richardson said the need for keeping felony evidence dies when the felon dies.

Chief Deputy Rose said if you have an unsolved felony then it's more about the victim than the suspect.

Commissioner Rebholz said we're talking about rental, is that the Lion Storage rental.

Chief Deputy Rose said yes.

Commissioner Rebholz said you had asked for $60,000 and it was cut to $30,000.

Chief Deputy Rose said correct.

Commissioner Rebholz said are you going to be, is that going to be a problem. He said right now you're forecasted to spend $24,000.

Chief Deputy Rose said the $24,000 is the exact number for the units that we had going into last year. He said I asked for $60,000 because of the opportunity for the building that could've just been used by the Sheriff's Office. He said that would be indoor/outdoor on the yard, enough space on the inside to cover all of the Sheriff's Office needs and since we're getting on it right away we'd be able to get the jump on all the other needs as far as fencing, alarm, cameras, and everything else that goes along with it but that was what caused that. He said it would cover the rental plus the upgrades and updates that we would need to do to make that building able for us to use it as the Sheriff's Office.

Commissioner Rebholz said so on an annual basis you would be able to, for $60,000, take care of your storage needs.

Chief Deputy Rose said yes. He said we'll be able to cover all of our needs and we would also have a little bit of space for the County to use it as well. He said we didn't pick the building, the building was actually brought to us, and they said hey, this is an idea, but I thought it was a really good idea. He said if we can make it work for $60,000 then that would give us a little more space than we needed now but I understand if that's, if $30,000 is approved then we'll stick with what we're doing and grab any additional units as they open.

Commissioner Rebholz said, is there a reason why, I'm assuming this is the document you furnished when you were talking about what your request was. He said is there a reason why the numbers here for the request are different than the ones in our book.

Chief Deputy Rose said I can hit on that. He said once again, this is my spreadsheet and I keep the entire budget process from the division requests to my cut to the cut that's made after we talk with the Manager and the Finance Officer so you will see the different numbers and that's, in my way, trying to be fully transparent on the process as it goes. He said the numbers that you see from the County are going to be more consistent with what you see from the other agencies that you have and if nothing else I just wanted you to see it because, if nothing else, there's been talk over the years that whatever we ask for becomes the Manager's budget and that's never the case. He said the negotiation is entertaining and engaging and sometimes fun, but I've never walked out of that room feeling like I got over on the Manager.

Commissioner Rebholz said on the line item on house arrests, you asked for $40,000, we put in $30,000. He said does that mean you're going to be able to do less of those.

Chief Deputy Rose said house arrest and that number specifically was based on trends of what we spent over the last two or three years. He said everybody that is in our jail for more than 2 or 3 days goes through the process of pre-trial release, everybody, and if we can put anybody on pre-trial release, if we can get a judge to sign off on it then they go on pre-trial release. He said so I do not disagree with the number that the Manager put in because that is the trend over the last three years, even with the Covid year but historically we've tried to have $40,000 because for every dollar you spend on PTR you're probably saving $2.00 because they're not in the jail. He said they've got the ankle bracelet on and they're out so we're not having to feed them, we're not having to take care of every need that they have. He said if they fall off the bed and stub their toe we're not having to sit with them at the hospital for 24 to 48 hours so that is where, in the last years I've argued for the $40,000 just in case I don't have to dip into it because everything that we have for PTR we're going to use on PTR, even if we have to do budget amendments to do it. He said but with that being said I also, if the trends hold up then I am perfectly okay with the $30,000 that the Manager suggests.

Commissioner Booth said concerning the gym membership here, you requested $34,000 and I think it was recommended that you get $16,000. He said what's driving that. He said do you have 77 people that's going to the gym.

Chief Deputy Rose what's driving the number is that we're trying to forecast to make sure we've got enough funds for everybody that wants to be a part of that program but then the Manager recommends based on trends what we've spent and that's his recommendation.

Commissioner Booth said do just your uniform officers go or do everybody go.

Chief Deputy Rose said every employee of the Sheriff have access to a gym membership.

Commissioner Booth said as of today, how many people do you have go.

Chief Deputy Rose said I'd say probably about half of our employees. He said in between that 40 and 44.

Chief Deputy Rose said second question here, I want to apply for this job. He said you requested $71,000 for a chaplain. He said I can do a good prayer for $71,000. He said what's driving that.

Chief Deputy Rose said let me look at it, that might actually be a typo.

Commissioner Booth said I hope it is. He said we've got two preachers in here and I don't think either one of gets $71,000 to pray for them.

Chief Deputy Rose said reserve deputies' line, the part-time line also covers the chaplain so that's, I think the total request for reserve deputies or part-time sworn was $25,000 in the budget.

Commissioner Booth said so if you don't get the $71,000 we're going to get the same level of prayer services.

Chief Deputy Rose said I hope we get more; I mean I don't want to shy away from it but if anyone wants to pray for us I'm not going to hold them back.

Commissioner Deatherage said when did we start the chaplain service in the County.

Chief Deputy Rose said I've been with the Sheriff's Office since 2004, Ms. Lilly Sutton was the chaplain for Sheriff Jordan, she had been there for years before then. He said in the last handful of years Kevin Woolard who was a deputy, a jailer, he was full-time, went part-time and is back full-time, he is pastor in Griffin and once again, on that, if I could have five chaplains we'd figure out a way to have five chaplains. He said for the most part these are people that are already working with us, we just try to differentiate that when it comes to the budget stuff because that is another service they provide.

Commissioner Deatherage said has that been going steadily going up each year, the amount of money we spend on the chaplain.

Chief Deputy Rose said no, and like I said, the chaplain piece is a piece of the part-time budget which I think has been a part of the Sheriff's budget for ever. He said it's a part of that. He said if we have part-time deputies or auxiliary deputies we use those over the course of whatever we need and then that part-time help that is doing chaplain work is doing front office work or working as a deputy as well.

Commissioner Deatherage said I think it's just the figure of $71,000.

Chief Deputy Rose said like I said, I don't see that. He said if you are seeing that it's a typo. He said $25,000 is the recommended piece. He said if you would like to fund $71,000 for part-time I'd be happy with that. He said if it is it's a typo.

Commissioner Richardson said the $5,473,000, that's for the 89 that's in the proposed budget. He said the list, the questions, I realize it was short notice but what about the vehicles and their mileage.

Chief Deputy Rose said if I can, I've got the hand-out.

Commissioner Richardson said I didn't get a list.

Chief Deputy Rose said I've got that as well. He said the first hand-out is the email that Mr. Alligood sent, the email that Commissioner Richardson sent, then the response to each along with the hand-out with the vehicle information, which is our standard, once a year spreadsheet. He said it's my spreadsheet that I use throughout the year and I share with the Risk Manager two or three times a year when we're dealing with the insurance piece for our vehicles so nothing hidden, that is the vehicles that we have, as close to mileage that I can get, which, believe me would be more of a benefit to you than it would be to me to have lower mileage up there, then the deputy or employee that the vehicle is assigned to. He said that answers #1 and we can talk about that once you digest a little bit of that information. He said the questions 2 and 3 were how many unfilled orders for vehicles do we have and how many new vehicles have we received in this budget year. He said the answer is the Sheriff's Office was appropriated $200,000 to purchase and equip patrol vehicles. He said we have purchased four vehicles. He said quotes were obtained, purchase orders were signed off on, the purchase orders were approved by the Commissioners. He said vehicles were ordered and built. He said the order has been delayed. He said the information we get is because of Covid, just like everything else that's been delayed over the last year. He said they're now showing in transit as their status with an expected delivery date to the dealership in North Carolina as May 27th and they should be received by us at our vendor that does our upgrades for other information and equipment that we have, upfitted, probably two days after that. He said that's the best information we have at this time. He said but I've always been the type, until we have the keys, the titles and can drive the vehicles then I do not know where the vehicles are and right now we don't have them yet but all of them have bene purchased, the paperwork has been done and they are in transit. He said I did have a little fun

with you on #4. He said I think it was a typo on the justification for employers. He said we only need one Sheriff. He said that is all, and plus, I knew I was going to answer that in the next question and I hope the written justification for the request that has been talked about as far as five, and I understand why but the thing I wanted to be chewed on or at least thought over is you asked me, don't hold back when you ask for what you need and that's what I'm doing. He said I know the decision is going to be discussed by Commissioners and it's going to be chewed on and debated. He said the number we're hearing is five, the number that would make us whole after losing 18 sworn officers over the last 2 budget cycles is an addition of 8 that we're going to throw on the road. He said so we'll go from five positions if we're fully staffed on the road to seven positions if we're fully staffed on the road. He said that lets us hit the outlying areas of the County, even more than what we have been doing and we've been getting more feedback, more positive feedback from places like Pinetown, Pantego, Belhaven, Aurora, down 306. He said we've been getting good feedback on this but the more we have on the road the more we can push out into the County. He said the more transports we can handle without calling people in for overtime purposes. He said the status of our calls are changing. He said whereas four or five years ago we were able to do calls, normal routine calls we were able to be in and out in 20 or 30 minutes, now, just because of the different climate that we're in we're having to send more deputies to the calls and we're having to spend more time there. He said even arrests that were made that were relatively simple years ago, sometimes we're having to have multiple deputies spend several hours with the individual from the time of the incident to the time of the arrest to the time spent in the magistrate's office to the jail. He said so all of those things have changed and we're having to change with it. He said I can show you, of course I'm not ready for that tonight but any time a Commissioner gets in contact with me I can show you video after video of what now can be considered a normal call that law enforcement are going to. He said I have it written, and you definitely can read it but another thing I wanted to hit on is the amount of calls that we're responding to as law enforcement officers to EMS calls, to fire calls. He said in years past we were just there for crowd control and traffic control, if need be but in the last handful of years we're actually being used more as first responders, pit crews, CPR, handling the first responder issues that we are trained to do, and we can be a benefit to the EMS service or the fire service and actually perform and be a part of life savings measures that are being done. He said those are things we can do with people, with folks on the road, with folks working that sometimes we don't have that. He said we want to help when we can but if we've got domestic calls going on or have armed robbery calls or breaking and entering calls we've got to do those law enforcement pieces first but we want to help out our partners in the field as much as we can and that is also dictated in that number as well.

Commissioner Richardson said last year you were running about 52,000 or 53,000 on the average vehicle. He said this year you're probably running close to the same thing and if you take out these school resource officers, which are gone, with higher mileage, and they're still up to 123,000 mileage cars, your numbers are going to drop way down and the Commissioners need to take a look at this when doing the budget and purchasing new cars last year, with four new ones coming in at the end of the year.

Chief Deputy Rose said I'll agree with your sentiment. He said last year we received a reduction in vehicles. He said for the two or three years before then we'd gotten into the ebb and flow of purchasing about 10 vehicles per year and that was based on the staffing numbers that we had. He said of course if we're down 18 then we're not going to need as many vehicles as 10 per year. He said that put us on a cycle where we would be cycling vehicles out on the 7th or 8th year. He said the new number, if it's at 47, which if you don't add anymore we will be at 47, I would love for us to get back to 55 over the course of discussions but that would limit the amount of vehicles. He said the Manager's request for vehicles this year is another $200,000 so that puts us down to five again. He said with the vehicles that we're getting in the next two weeks that will be outfitted in the next few months, with the four or five vehicles we'll be able to keep from the SRO vehicles and with, hopefully, the $200,000 being appropriated in the budget for the next year that would be able to band-aid this patch. He said even at 47 that puts us at 55 or 56 vehicles. He said remember, we've got a bus, we've got two transit vans, we're going to need a couple of spares so that's still going to put us at that 55 or 56 number. He said if we can get to a point where we are purchasing 7 or 8 vehicles a year then that keeps us at replacing the vehicles on a routine schedule.

Commissioner Richardson said I'm talking about the last item in here, the justification for these five new deputies. He said does the Sheriff's Department file reports with the state, any agency, on the crime level in Beaufort County.

Chief Deputy Rose said we do. He said we send uniform crime reports, I believe that's what you're asking about. He said that's the statistics that are held through the SBI and the FBI. He said the SBI administers that program for the state, and we do send those numbers. He said the latest numbers you can get for Beaufort County, or any other county or municipality, is 2018. He said they haven't gotten to the point where they've released 2019 or 2020. He said those numbers for Beaufort County makes us look like exactly what we are, we're one of the safest counties in the state. He said the two spikes that you see on us are violent crimes, which is completely, for us, driven by how many homicides we have in the course of a year. He said we're right at the state level as far as that goes and larcenies and property crimes are very high for us, and we attribute that to the drug issues that we have. He said so drugs and then larcenies.

Commissioner Richardson said why can't Commissioners get those reports when you send them. He said why aren't they sent to Commissioners.

Chief Deputy Rose so the end product, you can get just like we can get by going on to the SBI website. He said the raw data is sent in number of calls that are automatically sent through our CAD system under different codes that the state sets up and then it's almost like an auto-draft, that information is zapped to Raleigh and then they put it into their report.

Commissioner Richardson said and that's why they're two years behind in reporting.

Chief Deputy Rose said I'm not going to speak to anything the state does. He said one, I'll get it wrong and two, I'll give them too much credit.

Commissioner Richardson said but there's another report that you send that's more, or less a hard copy report, or is all your reporting done by the computer, online.

Chief Deputy Rose said if you have something in mind I'd be more than willing to talk to you. He said if we have it I'll show it to you and give you copies of it but for the life of me, right now, I don't know what report you're speaking of.

Commissioner Richardson said you said you file regular reports with SBI/FBI on crime rates, having to do with crime statistics in Beaufort County.

Chief Deputy Rose said it's more data that is forwarded so if someone calls in to 911 and says I have, someone broke into my house and stole my car, they enter it into the computer system at dispatch and different codes are set up based off what they report and what our incident reports say and then for each block that's filled out, that information would be sent monthly through IBR's, is what it's called now, and then it's sent to the state along with every other agency in the state that's participating.

Commissioner Richardson said but you could print that out.

Chief Deputy Rose said we can try. He said yes, we can print it out. He said I don't know if we could sit down together and tell you what it means but yes.

Commissioner Richardson said but other counties have it every month.

Chief Deputy Rose said okay, and if you point out what other counties have it I'm sure we can duplicate what they have.

Commissioner Richardson said how about Gaston County.

Chief Deputy Rose said sure.

Commissioner Richardson said their stuff is online every month.

Chief Deputy Rose said and our drug unit is way better than theirs.

Commissioner Richardson said the number of domestic calls they made, the number of drug calls they made, drug arrests, it goes on and on.

Chief Deputy Rose said I can take a look at it and I'm sure you will be pleased or very disappointed with the numbers you get if we're compared to Gaston County.

Commissioner Richardson said you asked for one county that does and that's the county that I know that does it.

Chief Deputy Rose said if you would like to get together and talk I'm sure, if Gaston County can do it I'm sure I can come up with something comparable.

Chairman Waters said there is a report in the Washington Daily News weekly.

Chief Deputy Rose said yes and once again, that's a batch generated off of computer aided dispatch and right now the person that normally does that is not doing that anymore so we're having to figure out, over the next week or so, who's going to do that so if there's any delays on that it's because of that. He said we'll get that straightened out soon.

Chief Deputy Rose said good news, the Jail is pretty straight forward this year. He said the main drivers on the jail or the stuff that we just don't know is that eventually the court system is going to open back up. He said every judge that I've talked to is ready to get back to business as usual. He said the reason that our numbers have been low are most likely because of the Covid compliance issues that we're trying to fulfill that at the state level and federal level that they're putting out. He said the lowering of bonds during Covid to make sur that we were trying to house as few people as possible, all of those things are going to get sort of back to a normal thing and then the difficulties when you talk about the jail budget is are we trying to budget for a Covid year or are we budgeting to try and get back to normal and we're going to spend normal amounts of money. He said so what you see is a hybrid of that. He said the only thing I really have highlighted to talk about is if you look at the spreadsheet I gave you for equipment, there's right in the middle section there's a camera system that was requested for us to put in the budget from EIS that we just flat out looked and decided there was no way we could possibly try and chew on that in the course of a year and that's there and that is mainly the driving force of that request to me, from the division, at $130,000 but then the request was put in at $20,000, on which covers the normal equipment we would need. He said the spreadsheet, I just want you to see, when you think of equipment purchases for a detention center most of the time you think of things like handcuffs and other gear that goes with that but if you look down that list, that's more operational equipment that the jail needs, computer issues, server, relays, things like that so all of that are important and they'll need to be covered sometime over the course of the next couple of years. He said we just do like we've been doing and figure it out along the way on how to get those things done. He said does anyone have any questions on the jail.

Chairman Waters said when you look at the inmate prescriptions, it appears if you annualize the numbers for 2021, we're going to be somewhere in that $28,000 to $30,000 and I guess that's being driven by the lower number of inmates.

Chief Deputy Rose said we get, I get a report every day, I actually get two reports a day talking about the inmate population and we've been, at some times over the course of the last year we've been in the 20's and slowly, as

the months have gone on we've gotten to the point where we're steadily in the 30's then steadily in the 40's and now we're steadily in the 50's. He said there's really no reason to believe that trend is not going to go back up to what our old normal rate was which was between 60 and 70. He said I say that, and I feel confident in saying that because we still have several courts that aren't running. He said we don't have weekender's right now, we're not having child support court, we're not having several courts that generate at least a day traveler or two that come through the jail on a regular basis and that's just an example. He said we're also not running the same amount of administrative superior court sessions which really drives the jail number up. He said not just for the amount of people that are in the jail after they've been sentenced but the amount of people that are incarcerated elsewhere throughout the state that we have to move into our jail a week before they have their hearing in Beaufort County. He said then, if they get time then we send them to where we need to or after that hearing then we get them back to the jails they were being incarcerated in before we picked them up. He said so all of those things are going to come up and they're going to come up this year.

Commissioner Richardson said do we have video visitation in the jail.

Chief Deputy Rose said we do and good gracious, everybody in this room knows we've been trying to get video visitation into our jail for a long time. He said the best application we have is what we have right now and we actually had the help of other Sheriff's get a law changed to allow tablets into a law facility because that was, once everybody started to do that they realized it's a misdemeanor every time we give a tablet to an inmate whether it was approved or not so the law had to change for doing that and now we're doing most of the communications that we have from inmates to family, inmates to visitation, everything from arraignments, everything but telemedicine we can do through the tablets.

Commissioner Richardson said that's fee charged for calling their family or whatever.

Chief Deputy Rose said yes, there are a couple of exceptions but most of that is stuff we have to do by law like if they want to talk to an attorney we can't charge them, but most attorneys are going to want face to face if they're going to do that but yes.

Commissioner Booth said taser cartridges, you requested funds for $130,730.

Chief Deputy Rose said this one I've got you on. He said the taser cartridge is $1,100, the first column. He said $130,722, if you add up every request that was made by the jail in equipment, that whole entire line, then that's the $130,000.

Commissioner Booth said you got me on this one to because gym memberships.

Chief Deputy Rose said we do have two gyms that they can choose, and the employee can choose either gym that they want because they offer different services but for budgeting purposes it probably wouldn't be smart for us to put the same but that would be the only difference I could come up with.

Commissioner Richardson said I've got one more question. He said how much do you pay the Sheriff's Association each year for membership.

Chief Deputy Rose said for membership it's relatively inexpensive, it's less than $1,000 for the membership itself. He said but then there is a portion that we pay for every conference, every meeting that we go to. He said of course we're going to pay for hotels if we have to stay there. He said neither the Sheriff or I ever submit anything back for meals but there is a cost for each meeting that we go to that we would pay. He said but the cost itself for the association, I want to say it's less than $900 or I want to say it's less than $1,000.

Chairman Waters said you want to move to Communications.

Chief Deputy Rose said one more handout and then that's it.

Chairman Waters said I'll give you a question I was asked the other day, are we capable of taking text messages now at 911. He said I'm assuming no.

Chief Deputy Rose said no. He said along with the budget we have at the Sheriff's Office it seems that Communications is usually the least controversial, but it probably is the most complicated. He said what complicates it is with communication budgets is the 911 board determines what you can use for funding for those funds we get from the 911 board funding and sometimes that's a moving target. He said I'd say just about every year that's a moving target. He said up until a couple of years ago we, our folks had contacts when we were making purchases, we'd send copies of the paperwork, they'd get everything approved, pre-approved, post-approved and sometimes we'd still get hit. He said just like this year we got hit by the 911 Board for a few years back saying we owe the 911 Board somewhere around $64,000 or $65,000 and you pretty much have to pay it, or you don't get funds moving forward. He said another thing we're getting hit with through the 911 Board is if you'll remember that 4, 5, up to 8 or 9 years ago the focus of the Board was about back-up piece apps. He said at that time they were saying you needed to have a free standing building that had an exact working replica of the 911 center that you were using and it couldn't be within a mile and it had to be within a certain amount and during the whole time we were trying to adjust and get ready for that well the rules kept on changing and the technology kept on changing and now it's to the point where we could have a back-up peace app by making a phone call to a comparable 911 center anywhere in the state and say can you take our 911 calls, we've got a problem. He said I make a call to our telephone providers and then those 911 calls can get shifted, handled by the 911 center somewhere else, dispatched directly to us until we have the problems fixed and we can do the same for other counties. He said which got us to the point where the restrictions on the money spent and the restrictions on money given, our 911 center was actually running out of things we could use those funds on and get approval for, which caused another hit in the yearly funding that we received. He said that's sort of my, little more than layman's term, summary but I'll ask if Ms. Radcliffe or Mr. Alligood has any more details they can add or anything that needs to be corrected but I'll offer that just so everything is in full view of the Board.

Ms. Radcliffe said I would offer something on that. She said at your June 7th regular board meeting you're going to see a budget amendment where we will need to transfer $64,000 and we're going to find that money within the budget so it's not going to be additional money required. She said we'll make reductions in the public safety functional area to transfer that $64,000 back to the E-911 special revenue fund to cover those ineligible expenses. She said if you have any questions about that now we'll try to answer those but just like Chief Deputy said, the state was about three years behind in reviewing those reports, the annual reports, because they get audited every year and so it's about three years' worth, about $20,000 a year is what the determined. She said when they first said they would be eligible and then they said they would be ineligible and what we try to do is claim everything we can to get reimbursed through the surcharge fund, so the general fund won't have to pay it. She said so now they've come back and reviewed those three years of reports they're saying they're ineligible, so we've got to cover that with a transfer.

Chief Deputy Rose said with that being said, in the Communications budget that you see, if at the end of the year you see there are surpluses there and you say why are there surpluses it's because we have to sort of play it safe based on we think 911 will cover this expense but if they don't we're still going to need it. He said like headsets or chairs or any of the computer elements or radio elements that 911 will service and will purchase we try to get them to do that but if they don't we still have to have those things. He said with that being said we've tried to keep the communication budget as close to previous years. He said once again you've got a spreadsheet that gives details down to the dollar in certain sections, especially to sections where there are going to be changes. He said to one of you r questions, Commissioner Rebholz, the equipment line and why we're up on that, it's time to replace some of the components in the VHF system that we have. He said they have to be replaced every 4 to 6 years. He said we are looking to do something a little different. He said right now we're operating off of two consulates. He said one that you, to simplify it, one you're talking out of and one you're listening out of. He said but when we do it that way sometimes it can cause a delay or cause you to miss things being spoken on a different channel so we're looking to add a few consulates so we can actually listen to Washington Police, Washington Fire, Beaufort County Fire, Beaufort County EMS, all at the same time if we have to but right now,

if we do it exactly how we're doing it right now, if Washington and the County were talking at the same time we'd only hear one of them and that's not good. He said we can fix that for a relatively inexpensive cost of, like $14,000 for both units.

Mr. Alligood said I'm going to take you back to page 24, like we did with other departments as we run through those. He said on page 24, if you'll look at emergency medical services, and of course department heads are here tonight if you have any detailed questions but under emergency medical services you will see ¾'s of the way down, almost at the end they are up roughly $431,000, roughly 16.2%. He said if you go to the detail on page 129 the majority of that increase is based on the salary study implementation so if you see the roll-up on page 129, personnel is up a little less than $150,000. He said that's based on the salary study. He said with that, obviously the benefits go up as well because it's based on the payroll and then you'll see their operating expenses are actually down about $40,000 and the capital is up. He said the driver of that is we've got an ambulance replacement and a QRV replacement this year so that's where the $298,000 is in the capital. He said I sent you the large drivers of the capital costs, the ambulance and the QRV and then the implementation of the salary study but overall, the operating expenses are down so that's where that is. He said are there any details you'd like to hit on that one.

Commissioner Richardson said aren't there companies that refurbish ambulances and rebuild them.

Mr. Alligood said there are and typically what we do is we will redo a box. He said it depend on what type of ambulance it is. He said I know that they're moving to what was the old type ones, which is a truck body, and you just take the old box off and put a new box on. He said I'm sorry you refurbish the box and get rid of the chassis once the chassis goes away. He said we've historically had issues with chassis because the manufacturers, and there's an interesting piece to that and Mr. Hedgepeth can speak to that. He said they're actually overloaded when we get them so we have a hard time with front ends and a hard time brakes and so what we're moving back towards now is the old time ones where you put a big 350 or 450 chassis underneath a box and then you've got a heavy duty solid truck underneath that can handle the weight and handle the speeds and do the things you need to do and then at the end of the life of that chassis we pull the box off and put it on a new chassis.

Mr. Jeff Hibbard said one of the reasons why we're going back to the ambulance truck is right now the top three is the van top style ambulance. He said for someone doing maintenance on it a lot of the times they have to pull the front end or the entire engine out of it just to do a simple repair to it. He said with the truck style you don't have to do that. He said for one you're reducing labor and manpower costs by doing that. He said the biggest thing right now is we just had one of our ambulances weighed and we are about 2,000 lbs over recommended vehicle weight by the manufacturer on the rear end of the truck but on the front of the truck it's only 3,000 lbs so it's kind of sitting up on its axis and it's bouncing along. He said it's tearing the front ends. He said about every 18,000 miles we're redoing the front ends. He said with this we're going to a 19,000 lbs GPW on the truck. He said this should alleviate a lot of those problems. He said it's going to ride better; it's going to be a safer vehicle for them to respond in and less maintenance cost but with the 19,000 we're also looking at going to a diesel engine in it. He said the recommendation is showing 12,000 and up requires for safe operability in the vehicle.

Commissioner Richardson said are these things going to be automatic or standard.

Mr. Hibbard said automatic transmission.

Chairman Waters said in that capital budget did you say a truck and a QRV.

Mr. Alligood said a truck and a QRV.

Chairman Waters said so two vehicles.

Mr. Alligood said yes sir.

Mr. Hubbard said our QRV that our supervisors use is over 100,000 miles now, it's starting to give us problems and if we get it now, by the time we get the new QRV in here it will be right at 150,000 miles on that vehicle.

Commissioner Richardson said what is there to the rummer coming from the City that they're going to shut their stuff down.

Mr. Hedgepeth said I'm going to defer that back to the County Manager. He said I've not heard that rumor that they're going to shut down. He said I will say we've taken the direction from when we reported to the Board and Manager Alligood has reached out to the City for conversation.

Mr. Alligood said I've not heard that rumor either. He said I did reach out to the City Manager after the board meeting at which the Board adopted the recommendations from the EMS Advisory board on the number of responding units related to some of the issues across the system. He said I did reach out to him to see, reached out to him again last week and he said we'd try to get together this week to talk about it. He said as you all recall we are simply asking them, or the EMS Advisory Board is asking them to just not even put back all they had in place to begin with, which was two units, they were only asking them to put a unit and a half, a peak unit, a peak staffing unit so we're talking about a half-time unit. He said obviously they have some concerns about costs, but I have not had additional follow-up with the City Manager, but I had not heard that rumor that they're shutting down.

Chairman Waters said is that where they would run from 7:00 to 7:00.

Mr. Hedgepeth said according to our data it would be 8:00 to 8:00.

Mr. Alligood said I'll be glad to give you an update when I know more but we're trying to schedule that meeting to get together. He said I had some conversations with Commissioner Langley who's had some conversations with the Mayor, and we've tried to make some contacts so hopefully we'll get some resolution on it.

Mr. Alligood said the second item, as you move down, is Emergency Management. He said that is the second division under Emergency Services. He said you'll see they're actually down $5,000. He said their detail is on page 131. He said they're slightly up on personnel, there was a little bit of change in the salary plan. He said obviously the benefits adjust for that. He said their operating costs are essentially flat at about $100 more. He said they have no capital issue. He said they replaced something last year, so they are essentially flat or a little $5,534 less than where they were last year. He said if there's any detail you want on that we can discuss it otherwise we can move to Animal Control.

Mr. Alligood said under Animal Control you will see they're up about 17% at $62,913. He said again, the majority of that, if you look at the detail or the majority detail on page 133, it is related to personnel. He said I'll say to you that is absolutely a good thing for Animal Control. He said you see under the MAPS study there was a significant increase in personnel cost at Animal Control and that was long overdue, and we now have tried to get those folks to the level they need to be compensated and that's probably some of the best money you've ever spend because those folks have an extremely difficult job and we were just not paying them the way we should have been paying them based on the market. He said so with that it's obviously driven by personnel, the benefits, obviously accrued to that as well. He said their operating is only up $2,000 and then they do have a capital expenditure of replacing a truck, so all of that increase is driven, predominantly by the pay salary implementation and the capital of replacing a truck.

Chairman Waters said so the number of bad dogs in the County has gone down.

Mr. Hedgepeth said our people are doing their very best with what they have.

Mr. Alligood said we're moving into the Forestry Service and as you recall, this is a cooperative agreement that you have with the State of North Carolina Forestry Service where we pay an agreement with them where they pay 60% of the cost share agreement and we pay 40%. He said they're up slightly, about $9,746 or roughly 6%. He said that is mostly due to anticipated state salary increases and they've got a vehicle replacement as well. He said the way that works, every year they give us their budget, we match it up at the state grade of 40% and if they don't really have a big fire or something that really drives their cost up we don't spend as much as we anticipate, and we've been fairly successful with that. He said they do a really good job at keeping their costs low and where they need to be, and they provide a tremendous resource to us. He said not only on the forestry side, but they provide an exceptional resource to us during hurricane events. He said they come in and help us at our EOC and operations so we're very pleased to have that agreement with them.

Mr. Alligood said the next is other emergency services. He said you will see the roll up detail of that on page 137. He said that includes the Sydney Dive Team that you have historically funded at $10,000. He said they do have a service expansion request in the budget this year to seek additional funding. He said you have historically provided $3,500 to the volunteer fire safety house and then about $55,000 for the medical examiner. He said the County is responsible for paying the cost of the medical examiner in medical examiner cases when they come to them. He said those are for suspicious deaths and that accounts to about roughly 15% of the number of deaths that have historically been in the County.

Commissioner Deatherage said each time there is a challenged death, the 15% you spoke of, do they do an autopsy.

Mr. Alligood said they do. He said when the medical examiner gets involved they'll do an autopsy and sometimes it's done in Greenville and sometimes it goes to the state medical examiner in Raleigh.

Commissioner Deatherage said and part of that $55,000 pays for that.

Mr. Alligood said the County is responsible for that, yes.

Mr. Alligood said so that essentially wraps up general fund expenditures. He said the next piece of the budget, which we would revue are special revenues and that's on page 139. He said we hit on these as we went through the initial piece, but I want to delve into these a little deeper because we've had a couple of changes. He said I'm just going to hit the highlights of the changes and that is if you will look on page 141, this is where you will see, as you go down, just above halfway is the Fire Tax District revenues. He said this is where we collect the taxes related to the fire districts and the EMS districts. He said Richland Fire Rescue Tax, emergency services, we got a note from them, I think we're trying to get that formalized, they're looking to actually decrease their tax rate so that will make some changes in our budget which will cause that to adjust so these numbers will not be reflective, they'll actually be a little less. He said so with that, that's the revenue side so the expenditure side also goes down, and we'll make the correction to that.

Mr. Hedgepeth said I spoke with Chief Bonner again today and he said we would be getting that detailed request this week, for sure.

Chairman Waters said so we will have that on June the 1st.

Mr. Hedgepeth said yes, I will have that letter of request in the Manager's hand before Thursday where Ms. Radcliffe can make the appropriate changes in the budget document.

Chairman Waters said did you have any other changes.

Mr. Alligood said the only other changes are on the expenditure side on the EMS tax district. He said Pamlico Beach EMS, as you recall, part of the recommendation from the EMS Oversight Committee was there were some challenges with Pamlico EMS being able to respond to calls. He said we have historically funded them

under that tax rate at $35,000 and the recommendation by the advisory board was to do away with that service. He said subsequently there was some additional conversations with their Board about a potential opportunity for them to provide a first responder style service where they could put some hands in place to help with EMS but not necessarily be the transporting unit. He said they have made that request through emergency services and we're anticipating that would be at the rate of $10,000 a year and that would give us the opportunity, we've shown that in funding at $10,000 for an opportunity for them to do that. He said we think it provides a benefit. He said it's not something we've currently done before; we want to see how it plays out on how they're able to respond but it does help put a hand or two extra on scene or maybe get there ahead of time before our folks get there and try to do some stabilization. He said we've put that in there and I want to draw that to your attention because it is a change, and the emergency service director can speak to that in detail if you have any questions.

Chairman Waters said if I remember correctly they had purchased a piece of equipment or a lease.

Mr. Hedgepeth said yes sir. He said they'd just entered a lease agreement similar to our lease agreement, except on a much longer scale.

Chairman Waters said it would allow them to pay for that.

Mr. Hedgepeth said yes and if I just might add, Pamlico Beach fire and EMS is our last or only department non-profit in the County that fire and EMS are the same non-profit so essentially when the recommendation was given and we decided to remove funding for Pamlico EMS, you're also removing some funding from Pamlico Beach Fire Department. He said they shared utilities, those kinds of things and so in working with them, and they've been extremely good to work with, we've tried to identify what's that real cost and where's it going so they've asked for this first year if we could do $10,000. He said they felt like that would give them some time to cover the other costs and for us, on EMS specific, it allows for that first responder with a cardiac monitor on those echo calls to get their quick because we're not moving any trucks because they're no longer in service so it gives us a first responder, funded through EMS or a department volunteer that can do this. He said that's a benefit for us.

Commissioner Rebholz said right now we're funding, through the general fund Bath, Washington Township and Pantego. He said is that right.

Mr. Hedgepeth said yes and no. He said first of all there's an EMS tax that's applied but it's being supplemented by the general fund.

Commissioner Rebholz said so the question is everybody in the County is funding the general fund. He said if you're in Broad Creek EMS you're paying for Broad Creek EMS yourself, the residents there. He said there's no additional money coming from the County.

Mr. Hedgepeth said there's the tax levied for that district, which comes in and that's all the operating expense they're getting from us. He said now each department does do something different, a letter for support or something on their own but major funding, yes.

Commissioner Rebholz said so the whole population of the County is helping fund those three EMS units.

Mr. Hedgepeth said yes sir, but I would also draw attention on that in that same budget, when what you're saying it sounds like just for providing EMS to those three districts, but this budget provides for system oversight for the entire system. He said so EMS oversight for the entire County.

Commissioner Rebholz said can we put dollars to just those three units. He said the question is, is the rest of the population of Beaufort County supporting tax dollar wise, those three units when they're also having to pay for their own unit.

Mr. Hedgepeth said we can certainly get together, I mean, we would have to figure out a division of salaries because salaries are being used for multiple ones.

Commissioner Rebholz said do you understand what I'm saying.

Mr. Hedgepeth said I hear what you're saying.

Commissioner Rebholz said the complaint I hear is that those districts that are supplying their own EMS units are also having to help fund the other units, the other three.

Mr. Hedgepeth said that would be on the general fund.

Commissioner Rebholz said right.

Mr. Radcliffe said I also wonder would that apply to the City of Washington residents. She said they pay Beaufort County taxes.

Commissioner Rebholz said I haven't heard from anybody in the City of Washington, but I would assume.

Chairman Waters said I also think we're missing the boat on the quick response units, the one on the south side and the one on the north side that are, in some cases the first to arrive which is part of that subsidy that he's talking about. He said I think if you go back to the time that we did the study and we got into the EMS business we knew that was going to be the case unless we got to the point where the County was in charge of all the trucks and that was not our purpose. He said it was to make sure every area had service.

Mr. Alligood said to speak a little bit to that, the way the County provides EMS service is that we levy, the Board of Commissioners levy a tax, a special service tax in those different EMS districts. He said we contract with agencies who are existing, EMS agencies who are existing and we provide them that tax funding to help them provide those services. He said a lot of those agencies do additional things. He said they may have fundraisers to do what they need to do. He said we, in the other areas, the maximum amount you can charge is 5 cents. He said we have gone to the maximum on all of those districts, to the 5 cents, with the exception of Richlands/Aurora and they're actually a combined district so they can be higher than that.

Mr. Hedgepeth said Longacre is slightly less.

Mr. Alligood said they are slightly less, you are correct. He said so the funds from whatever is collected, based on those tax rates, goes to those agencies and service is provided off of that so from the County's perspective we have an obligation to provide service in areas that are not covered by volunteer agencies, and I would happen to say that all agencies, now, are what you would consider a combination department. He said they, all of them are paying staff. He said they do have volunteers that are supplementing but everybody has paid staff because you have to do that to be able to keep folks and provide the service. He said in areas where the County is responsible for providing that we are using the 5-cent levy to do that and if the valuation in that area is not such that it can support it completely we are using general tax fund dollars to subsidize that, we have to do that. He said but we also provide EMS oversight, as the director said, for all of the systems, the entire systems and that's a cost that is spread to everyone. He said I hear the comment that you said, and I've heard that before I just, from my perspective it is not that tremendous amount of money. He said I just don't think it's that much and we can delve into it and tell you just how much it is, but I think it's thrown up sometimes that it's not fair, but we have an obligation to provide it and if we can't provide it and we can't go above 5 cents then you guys don't have an opportunity beyond doing that. He said the only way to essentially solve that entire problem, and I'm going to say something ugly now, is that you do away with all the agencies, and you provide it all yourself and you have a uniform tax rate across the entire County, and you provide that level of service no matter what and you use, then everybody is paying for it, and everybody gets the same level of service. He said so the way it is set up it does create some of those perceived inequities.

Mr. Alligood said in this same piece under special revenues those are the big conversations. He said we've hit on these before, it's where you have the tax reval fund, economic development fund where we pay to the City of Washington on the airport grant, that's where you have the $55,000 for the voting machines, the Home Care Community Block Grant aging services. He said then the healthcare reserve fund, the capital expenditure reserve funds, the EMS special revenue funds and then the ones that Ms. Radcliffe talked about at the last meeting, the special revenue funds for 4-H, Cooperative Extension and DSS that we're required to be done by the latest GASB. He said we hit those high-level last time but if you need any specific details I'll be glad to help.

Chairman Waters said are we close to being able to take a break.

Mr. Alligood said if you can give me just one second I think we're there. He said any questions on the Emergency Telephone system, that is on page 145. He said if I can take you through capital projects that will get us to enterprise funds and that will be a good breaking point.

Chairman Waters said go ahead.

Mr. Alligood said if you'll look at page 151, this is the capital projects. He said this is the 1-cent that's been set aside that the Board did a couple of years ago. He said that's $575,000 that's shown for expenditures in that, or on the revenue side and then the expenditures for building improvements so if you move over to page 152, typically what has happened in the past is we've allocated that funding and then the County Engineer comes back and makes a presentation during the July or August meeting to say here are the things we want to do. He said we're ahead of the curve on that and these are the recommended projects that came from the County Engineer and that is to expend those funds in reserve here. He said the Tideland building is to replace that roof, the outpatient area roof. He said interior improvements at the Sheriff's Office, maintenance shop exterior repairs, replacement of the Annex windows, and then providing card access at those facilities, admin, maintenance, Seaboard, and Annex and then replacing the windows in the building that the County owns that the County Attorney resides in and then painting that building. He said I know there's been some question about that but that is a facility that we own, and we need to look after it. He said that's the proposal from the County Engineer. He said if there's any questions relating to that, that is what she's proposing.

Chairman Waters said in the expansion budget, since we're right here, there's been a request to replace the floors at DSS. He said would that be something we could put in here next year.

Ms. Smith said next year as in 23 or 22.

Chairman Waters said no, just push it out one more year and then put it under the capital fund request. He said do you consider 7 or 10 years on the floor.

Ms. Smith said the replacement of the DSS flooring is not something that was listed in, when I prioritized replacement of flooring the DSS flooring did not place high in my priority list but they do have issues over there and so they chose to ask for that as an expansion item but in the overall grand scheme of the County it did not rank high enough for me to recommend that to be used as part of the $575,000.

Mr. Alligood said this starts on page 153, the Water Enterprise Fund, and this year the recommended budget is a little over $8 million and that is the continuation of the rate study that was established in 18/19 that consolidates the existing rates over a 5-year period to a uniform rate for all customer classes and in that there's a 3% rate requested in accordance with that study, so that will go up about 3%. He said we continue the capital improvement plan that was established in 18/19. He said using expenditures in the amount of $160,988 in capital. He said there is some new debt services that we talked about in the capital improvement plan, there were certain debt packages that were laid out in that and there is a new debt service in an annual amount of $97,740 which is proposed to finance the new system in the amount of $850,000 and we funded some contingency. He said one of the questions that comes up in the Skata-system is there may be an opportunity under the American Recue

Act fund to use that to pay for some of those. He said the guidance that's come from treasury is that they're using the existing programs, the existing revolving, what is eligible under those things, if it's eligible under a federal water program, if it's eligible under those than you can use it to do that. He said we've still got a lot of work to do and look into that but because it is a water project you could, my anticipation is you could use some of those funds to do that if you wanted to and that would essentially free up some funds in the water department. He said of course there was some refunding of water debt.

Ms. Radcliffe said I will refer you to page 157. She said you can see there in your 2022, the third row from the bottom our annual debt service next year is at $3,011,925 and that's a decrease of about $169,000 from what it was this year and then beyond that our savings go down considerably in 2023 and 2024 and that's because we're anticipating a lot of those state DENR loans to start paying those back so we have at least 8 projects going on right now and the debt service on those will begin in 2023.

Mr. Alligood said as you remember on those packages we received from the state there's a portion that is grant and a portion that's loan and the loan portion is extremely low, I think it's 0%.

Ms. Radcliffe said yes, all the loans will be at 0% interest.

Mr. Alligood said they're at 0% interest, so you still have to pay it back but there's no interest. He said of course the entire staff, the entire management staff for the water districts is here if you have any questions for them.

Commissioner Rebholz said is it next year that they rates will all be equalized, we have another to go, is that correct.

Ms. Radcliffe said yes, we're in year 4 of 5 years so in 2023 they'll be uniform.

Mr. Alligood said if you'll go to page 159 we'll talk about solid waste, everybody's favorite topic. He said it is recommended at a little over $4 million. He said it does include a proposed $5.00 increase in the solid waste fee from $165.00 to $170.00. He said that is to help pay for the increased tonnage in disposed waste and the new three-year landfill operations contract. He said it's just every year we've become a disposable society and we just toss things away, so the tonnage continues to go up for us and we've got to figure out a way. He said you would think folks have cleaned out their garage enough that there's nothing left in the garage, but folks seem to find more stuff. He said we do, in this, just like in the water department there's a continuation of an administrative fee that's paid over to the general fund and that is for services provided by general fund staff. He said as you know an enterprise fund essentially stands on it's own and the fees and revenues that's generated by that enterprise fund are supposed to pay totally for that fund so services like the finance office, overhead, those different things provided by the general fund staff get charged back to the solid waste fund and the water fund because that's appropriately where it needs to be charged because it needs to pay the full ride and not be subsidized by the general fund. He said as you will recall, previously, before we moved the solid waste fund into an enterprise fund where it stood on its own it resided under the general fund and there was a tremendous, you know, you're cost came one way or another and at that time we were heavily subsidizing the solid waste fund with general fund tax dollars, and we weren't getting a real good picture of what the actual cost was. He said solid waste annual fee may have been $140.00 but people were still paying it and they were paying it out of the general fund dollars, their tax dollars so in changing that and making it an enterprise fund it stands wholly on its own and the fees are more applicable to the way it works. He said there is some funding in here for contingency and then there is a proposal, some service expansion proposals for both enterprise funds and the funding for those expansions would come from those funds. He said they're not asking for money outside those funds. He said staff is here for anyone with specific questions.

Commissioner Rebholz said just a comment. He said we need to find a way to better communicate to people if we make changes in the process or procedures at any of these sites. He said that's the biggest complaint we seem to get is they don't know that we've changed something. He said I don't know how you do that unless you ask all those site attendants to pass out a sheet of paper saying what the changes are, I don't know.

Mr. Alligood said then we just generate a little more trash. He said I think what, typically what we've tried to do is work with the media in getting that out, we've posted it on our website when changes occur. He said any changes relating to those enterprise are posted on those sites, those individual web pages as well. He said we have sent out notices to the sunshine list regarding it and then when there are operational changes at those sites we try to get signage up but obviously the gate has to be closed for that signage to be seen. He said we're certainly happy to take any suggestions in trying to get that word out but unfortunately people go, and they'll see it's closed, or somethings changed, and they'll say why is that happening, and they either won't look at the sign and they'll just call. He said I'll give you an example, my Dad is a typical example of that. He said he goes to the Cherry Run site on Tuesdays when he's working at the farm and Tuesdays is the day its closed and he called me and said why is the dump closed, because we made that change, don't go on Tuesdays anymore. He said but we're trying to do something.

Ms. Smith said I agree with you Commissioner Rebholz. She said we've made changes and things have not changed at solid waste for many years so there is repetition that people are not accustomed to, and we had signs made originally and we've had some lessons learned with that, so we are preparing new signs and making new signs, but we wanted to exactly figure out how things go and get those done but we are learning simpler is better, larger is better. She said getting the signs up, so we do agree there is also some things we tell, I think we've all spoken with the same people and had the same conversations that sites are closed on the same day of the week, but we do agree that we are working on that. She said we put things on the web page, but people are not accustomed to going to the web page but we're trying to get more information out but again, we don't want to create more waste with mailings, and we don't want to have that added expense, but we are attempting to do that, and we do agree that we're trying to get better with communications. She said as far as passing out pamphlets we actually did that at one site where we had a specific issue at that site, and we printed pamphlets for that site and gave them to the site attendant so they could hand them out to people so they could be more accustomed. She said so in specific instances we have done that, so we are trying to improve our communications with people when changes are occurring.

Chairman Waters said I think having larger print on the sign on the gate because some of the people that have waited for the attendant to show, it was right on the sign, but he said he couldn't read it from the car, inside the car.

Ms. Smith said we also, because of that we said larger signs so we went and printed large banners, I mean the huge banners, 2' by 3' banners that said site closed that they could clip on the fence that said Site Closed and people still don't know why the site is not open so we're trying. She said we're attempting different ways to communicate the message however we've been told that some of those banners have been stolen. She said we're working to replace those banners and plan to hang them on the inside of the fence so we're, again, lessons learned and we're making changes as we go along.

Chairman Waters said this comment is for Commissioner Richardson. He said the other day I went to Beach Ridge, and I had some questionable stuff in my truck, whether I could deliver it there or not. He said I was told by the attendant, he said Mr. Frankie you know you can't leave that here, so I drove from Beach Ridge all the way to our Republic site and that was my first time out there and it turned out to be pretty smooth. He said I went back, they weighed me, I went back, and I thought the guy was going to just push me the truck and everything in there and he said oh no, you just put it anywhere and so I did that and then went back and I think the bill was $10.30. He said it was a good experience, it was time consuming but if we had everybody do that on questionable stuff maybe we could reduce our tonnage. He said do you have anything else.

Mr. Alligood said I am, we have completed our piece of presentation to you on the recommended budget, the continuation budget relating to general fund and enterprise fund. He said our proposal to you is to start on Thursday where we would look at service expansion. He said anything new or different, changes to the budget, either proposed by departments or outside agencies. He said typically when it's an outside agency it's a new agency that's requesting County funding or it's an agency that you currently fund that's asking for additional

funding. He said those begin on page 161 and they go to 162. He said there's a general description in that spreadsheet and those folks will be here Thursday night for short conversations. He said we've stressed with them to try and keep it short because if you take 15 minutes with each one of these we will be here until next week but that's our plan. He said so that is our plan, for that information to be convene on Thursday and then we'll be back Tuesday, next Tuesday at 7:00 PM, I heard the Board say, for your final wrap-up. He said we'll be able to drill down any changes you want in the budget. He said what would help us tremendously from a staff level and trying to get that and communicate with you as we go through that final process is, if you don't mind if you could send us your recommendations, what it is you're thinking you're going to want to do, what you're going to recommend. He said that way we can go ahead, we'll build a spreadsheet and that way we can put things in and say if you do this you've got to find this and you've got to do this. He said it just helps us move a little quicker and give you more information as we go through it. He said that would be helpful to us if you could, if not we'll work through it as we work through it. He said is there anything that we could provide for you all that so far, for this side, until we get into expansions.

Commissioner Rebholz said I would just request that you come up with that number, that supplementing EMS from the general fund.

Mr. Alligood said we can try and put that together, yes sir.

Chairman Waters said okay, we're going to reconvene on Thursday, May 27th at 5:00 PM.

The Beaufort County Board of Commissioner met for a Budget Workshop Meeting on Thursday, May 27, 2021, at 5:00 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Excused Commission
Chairman Frankie Waters

Staff Present
Brian Alligood, County Manager
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

Call to Order

Vice-Chairman Langley reconvened the budget workshop.

Motion: Commissioner Rebholz motioned to approve the agenda. Commissioner Booth seconded. The vote was unanimous.

Mr. Alligood said just one thing for you. He said at your desks you have an updated sheet on water rates. He said we had an issue on that and this is the latest that needs to be in your budget book and that will be on the web tomorrow. He said so just make sure you have that. He said tonight is the opportunity for you to hear service expansion requests from departments and then from outside agencies. He said typically the way this works is you ask the department heads or the outside agencies who have requested additional funding or new funding to come in and explain to you why they're doing that. He said it gives you the opportunity to ask questions and get some answers. He said as we talk about our budget we give you what the continuation budget is and that's simply doing what you did last year, the same and this would be new or different expansions of that budget. He said with the Board's permission, Chief Swain with Sidney Dive Team is here tonight, and he's got a work commitment. He said he's working nights this week and he's got someone who's holding over for him so with the Board's permission if he can go first and then I'll pick up from our side. He said that way he can go ahead and get out.

Chief Swain said I want to thank all of you for supporting us over the past years. He said it's been an integral part of our organization, as you all know. He said I come to you tonight requesting two separate things and you should have it there with you. He said one is our yearly budget expenses. He said for the past several years, it's been a while, we've been getting just a certain amount, $10,000 from you all. He said as you'll see our expenses have continually gone up. He said liability insurance and workers comp is two of our biggest expenditures. He said a couple of things has happened. He said years ago if a member of the team was with another department in the County their workers comp covered them with us. He said they changed that a few years ago so now we have to pick up everyone. He said the other thing is it increased. He said it went from $55.00 to $85.00. He said what we're requesting is an addition $12,500. He said that will put us at $12,500 and that's just basically to cover our expenses on the annual things for the team. He said the next one, and when you look at that, if you look I've got two pictures with you. He said last year we went and purchased it. He said we went to Florida and we went down to Dive Lab and took a week long training on this. He said but through Nutra, across the river we have

obtained a grant for $50,000 to purchase this equipment and what this is, it's a complete surface supply system. He said hoses, rack box and we have cameras and a light system that goes with it. He said one of the reasons w went with this is because over the last few years our team has been put in situations where if you want to call it recreational diving, the diving that we do just by individual tanks has pushed our limits because of swift water. He said as we all know it's dark and you can't see. He said everybody always asks what can you see and it's nothing and debris. He said during that we've always had a communication issue because of the way the system is set up. He said it works off of sound waves in the water and any obstruction we'd sometimes have some hit and misses in there. He said this is one way we have solved that problem. He said we've taken care of our air situation and we've taken care of our communication situation. He said that helps out on the safety part of it extremely. He said there's one more integral part of this that we'd like to purchase and that is the helmets that go with the units that we have and what they are is if you will look at the pictures, they're commercial dive helmets. He said the big hard hats you hear guys talking about. He said what that does is it gives the diver a more safer environment to operate in. He said because of the masks that we use today, in rough currents debris and stuff like that, it can hit our masks and pull them off and that creates an unsafe condition for us. He said we're requesting the $25,000 for that and what that will cover is the purchase of the equipment and to go down for a two-day trip. He said one to travel one to travel down there, the next day take the class and come back. He said we're asking for this to complete that system so that, as you can tell, I've been on the team since 1994 and we're not getting any younger and we have younger guys that are coming on the team, and we want to try to set the footprint there that they'll be able to continue on to serve in the safest manner they can to serve the community. He said here and outside with the adjoining counties that we serve.

Vice-Chairman Langley said the helmet, is that one helmet.

Chief Swain said that's two helmets. He said what it is if you see in the pictures there's three rack boxes. He said one of them is a spare but each diver operation we have we have two divers that dive. He said one is a primary and ones a safety.

Commissioner Walker said with this equipment would it help any with the insurance, liability or workman's comp.

Chief Swain said not with us, no sir.

Commissioner Walker said I didn't know if that would help.

Chief Swain said no, we're our own special little entity when it comes to liability insurance and that recognition by the State. He said that became very prevalent when we had to change the truck over to, when we had to get regular tags for the dive truck because they don't classify us as a rescue by ourselves.

Commissioner Rebholz said can you describe your service area and what is the compensation you all receive for the actions you're doing.

Chief Swain said mainly our area covers eastern North Carolina. He said we really don't go any further than Pitt County anymore but Pitt, Craven, Bertie, Perquimans, Dare County, Tyrell County, those are the main areas that we serve. He said Lenoir County also. He said as far as compensation, typically what we do is we get reimbursed for our fuel for the vehicles that we take over there. He said if we lose any equipment or whatever we would try to claim that as some reimbursement. He said we've been very fortunate on that, we haven't lost any equipment.

Commissioner Rebholz said so there's no way that you can get compensated for as far as services.

Chief Swain said we can't get compensated we're totally volunteer.

Commissioner Rebholz said totally volunteer.

Commissioner Walker said I've got one more. He said could you get by with one helmet.

Chief Swain said no sir.

Commissioner Walker said because I know you said you had to have two.

Chief Swain said the primary diver and the safety diver.

Commissioner Walker said but you can use the system now.

Chief Swain said we're using it but we're using what you call an auger mask which are full facemask systems. He said so the whole idea is the diver gets down there and he's trapped, or we have to check a car and something gets hung up, as long as we have air that diver is good to go. He said we can talk to him and get him some help. He said so if you're going to have just one diver in a full helmet and another diver in a face mask it's kind of defeating our purpose of heading towards the safety aspect of it. He said I know it's a lot but the company we're getting them from it's what the military uses, FBI, homeland security, it's the best unit. He said it's really not like you can go to Walmart and find these units on the shelf. He said they're not there.

Mr. Alligood said we'll start under the general fund side and the way that we typically have done this, as we go through it the department heads will present their individual pieces. He said I don't really get involved in that because that's their opportunity to pitch it to you and it's an opportunity for them to talk directly to you and for you to ask questions directly to them. He said so that I don't influence that in any way with my relationship with the Board I let them do that. He said however, I do pitch to you the overall general ones for the County so when there are service expansions that relate to the whole county I will pitch those to you because that is my job so every year we bring to you, as we've always talked about, it is a service expansion, we've never put that in as a continuation, but the first piece is a COLA. He said Ms. Radcliffe has actually double checked that. He said there was a question about what CPI was.

Ms. Radcliffe said traditionally in the budget book we show the cost for a 1% COLA and a 2% COLA because historically that's been the CPI in normal years. She said now we checked it today and actually the CPI from April of last year to this year is at 4.4%. She said I didn't think about running a number that high, but you could certainly take the 2% number and pretty much double it and that would get you you're CPI where it should be for the last 12 months.

Mr. Alligood said and of course that comes from the Bureau of Labor statistics, and you can look at that. He said that's where we pulled and that's the latest from April to April, but we typically give this to you as 1% or 2% and you can see those numbers and that would apply to all general fund employees. He said if you were to chose one of those typically we would assume you would also do that for the Water Department employees and there's a piece of Solid Waste that covers some of that so typically if you say you want to do that we assume, and you can see later, or you can actually see where it talks about which ones, what's for the general fund and what's for the water fund and solid waste fund. He said so that's the first two. He said the second one is longevity. He said you will recall we had conversations with the Board during the MAPS study about the three legs of the stool when you're looking at a pay plan and that is merit, cost of living and then longevity. He said the Board has looked at the working through the MAPS study to get to the 2017 market and adjusting some of that so that was essentially getting to the 2017 market study. He said the Board has said to us in general conversations we're not really, we're not in favor of strictly a merit piece so what we talked to you about coming back was a modified longevity. He said typically what you see with longevity is a one-time payment for years of service, whatever that criteria would be and typically it's a one-time payment. He said usually most folks that are doing it do it just before a holiday, Christmas time but it's a one-time payment that doesn't go to base. He said in our discussions with the consultant that worked with us on the MAPS study, she said one of the ways to do that and kind of help us with our compression issue, because that was the biggest issue we had in our study was that we've got a lot of compression and what that means is we've got people who've been here for 10 years and a new person comes in and they're making the same thing that a the person who has been here 10 years has and that's because we

don't have a merit system in place and COLA's adjust the entire range so the whole range goes up so in that you have a lot of people who are packed together and you try to have a mechanism where you spread those people out and deal with that compression. He said in talking with the consultant her suggestion on that was, and seeing it in other places, that you look at longevity as part of that and what you can do and what was proposed here is that any employee, so you would start, if you approved it you would start this year and any employee that's employed this year would get a longevity this year. He said it's not based on total number of years it's based on each year and what it does is it starts out with where you are in the grade so you're at either minimum, you're at mid-grade and then there's a max. He said so minimum, mid and max and what this does is it tries to push employees a little quicker to mid-point. He said so you look at where he currently is and if they are below mid-point then the longevity pay, the longevity increase is 2% and it goes to your base so you adjust the base and it helps, over the years, to spread that compression out so you don't have compression. He said so the proposal is a 2% increase for longevity each year for someone who is below mid-point. He said once you hit mid-point then it becomes 1%. He said so that's the proposal that came through. He said the Board will recall multiple years ago, I think it was 1999 the Board had previously had longevity pay and that was from 1999 to 2003 and what that did was it looked at, it equaled a 5% increase for every three years of service. He said it's my understanding that was in place for one cycle and then it was removed in 2003. He said that was one of the things that was identified in the pay study that said this is probably something good, it helps you with your recruiting of getting good people, keeping good people and we told you we were going to bring this back to you so that's our obligation to show you what that is. He said any questions on longevity.

Vice-Chairman Langley said I have one. He said so what you're saying to me, if I understand you correctly is that the longevity will start year one.

Mr. Alligood said yes sir. He said it would be, first year, any employee that's employed, if you adopt this proposal then every employee who works for Beaufort County right now, July 1, depending on where they are in the range, if they were below mid-point they would get 2%. He said if they above mid-point they would get 1% and that would occur every year they were here and what that does is that spreads, that helps with the compression, that spreads that out so that if you've been here 5 years and you're below mid-point then your 10% into your grade as compared to someone who comes in new and they're at the beginning point so it helps that compression and spreads people out.

Ms. Radcliffe said if I could just clarify, for a new hire, they would have to work one full year of service before they got their first longevity payment and more than likely we would probably do it on anniversary dates. She said we would have to work through the implementation strategy if you adopted it but I'm thinking we would do that on the employee's anniversary date every year.

Mr. Alligood said the next one is for all county employees, we're proposing you consider an increase in the 401K contributions and that would be for non-law enforcement officials. He said by state law local governments are required to provide 5% to law enforcement officers 401K. He said you are required by law to do that, by statute you have to do that. He said so every year you put in at least 5% for all law enforcement officers. He said they do not have to contribute anything. He said currently the plan for general class employees, not law enforcement employees, is that the County will match you, as a general class employee up to 2% so if I put in 1% the county will put in 1%. He said if I put in 2% the County will put in 2%. He said if I put in 3% the County will put in 2% because it only matches up to 2%. He said for law enforcement class folks you put in 5% by statute. He said they don't have to match it, some of them put some in, I don't know what those numbers are, I'm sure some of them do but by law you have to. He said so what we are proposing is to help equalize that, since you are required to do it for one class of employee we're suggesting to you that you do it for all classes of employees. He said not necessarily a give, by the way, you have to by statute but what we're saying for other employees is make it a matching system and take it to 5%. He said I'm a general class employee right now, I can put in 2% and you put in 2% but under this proposal if I put in 3%, you put in 3% match, if I put in 4%, you put in 4%, if I put in 5% you put in 5% but it would max out at 5%, just like you do for law enforcement folks. He said that also was a recommendation that came under the MAPS study because what they also did was they looked not only at salary grades as they compared to market but they also looked at benefits across our peers and

said this is probably something you should look at as well because it helps us in recruiting and keeping folks and the number is a little bit lower because you don't pay FICA. He said the County doesn't pay tax so you don't pay FICA on those contributions.

Commissioner Booth said is that on a voluntary basis.

Mr. Alligood said it is on a voluntary basis. He said you don't have to but you also don't get anything if you don't.

Commissioner Booth said so you make that available to all the employees and it's their choice whether they want to participate in this program.

Mr. Alligood said that's correct.

Commissioner Booth said now another part of it, if they did participate in this program and they put in 1% and the County puts in 1%, what's the penalty. He said the Feds have a penalty if you take it out early, what would be the County penalty if you take it out early.

Mr. Alligood said the County doesn't have a penalty for that. He said that's something you would have to deal with under the laws of 401K. He said we don't have any control over that, that's all set by the Feds.

Commissioner Richardson said is this self-directed or is this contracted out with the federal government.

Mr. Alligood said the 401K that we participate with is through the State of North Carolina, the North Carolina 401K plan. He said it's through Prudential that the State of North Carolina has.

Commissioner Richardson said so it's not self-directed. He said employees don't have a say in how that money is invested.

Mr. Alligood said they do have say because there are different, as I recall, when you start that they have age adjusted so you can tell them what your age is, when you want to retire, are you an aggressive person in your investment strategy or conservative. He said I think it's called Goal Maker and what you do is you tell them what your profile is, and they say we'll put you in this number of investments and you can say as you get closer to retirement they will automatically bump those down and make them not as aggressive and not as risky. He said so it is through the State of North Carolina and Prudential is the provider of that.

Ms. Radcliffe said just wanted to state that not knowing what the contribution level would be for employees I estimated a contribution level of 5% for everybody so this is a really, probably inflated number here, the $419,000 just because I'm sure all employees wouldn't do the full amount. She said but not knowing what amount employees would do, I didn't really have a good way of estimating that so I went with the highest number that it could possibly end up being.

Mr. Alligood said last one that I have for you, if you recall, is employee dental insurance. He said again, on the 2017 MAPS pay study they looked at benefits and they looked at how we compared on our benefits structure compared to the folks we were being, our peers and all of the peers they looked at, one of the things they did in their benefits package is they paid employee only dental. He said in the County right now you do provide for employee only health insurance and then there's the death benefit that comes through the state, but employees are required to pay for their own dental insurance. He said so what this does is it takes the recommendation from the MAPS study that said you probably ought to consider looking at that to help try to equalize your benefits for competitiveness and retention and what this would do is it would pay employee only dental insurance for employees that we have that are covered. He said I'd be glad to answer any questions on that.

Mr. Alligood said other than that I am done for with service expansions for all general employees and I think we'll go next to Farm Services.

Vice-Chairman Langley said is there anyone here from Cooperative Extension.

Mr. Alligood said I think we could move to DSS and if Mr. Gurganus comes in we could pick him up at the end.

Department of Social Services

Ms. Kelly Smith said the first one is our request for a Social Work Supervisor III to supervise a unit in our child welfare unit. She said I'm going to let Ms. Leggett talk about that position.

Ms. Lori Leggett said this position that we're looking for would be a position that would supervise and oversee a child welfare unit. She said currently our ratio, the State ratio is 5 workers to 1 supervisor, which we are over. She said this person would also conduct family and child team meetings. She said these meetings are meeting that are held in order for us to develop case plans to keep children in their homes. She said it is also used when we have to remove children so these meetings are very timely, they take a lot of time and this supervisor would help do those meetings and take some of the load of the other supervisors. She said the position also will provide one on one supervision with our social workers. She said we know that children are safer if cases are staffed more often. She said right now caseloads are so high that we feel like this supervisor is needed in order to ensure the safety of all the children in Beaufort County. She said we've also seen an influx of cases. She said the cases are extremely high right now. She said we have lots of people who do not receive mental health treatment, we have the opioid epidemic going on, which is causing a lot of our workers to have a lot of cases meaning our supervisors simply cannot staff all these cases all the time so in order to have better outcomes for the children, a supervisor is truly needed because we want Beaufort County to be safe, we want children to remain in their homes as much as they can and so we would like the supervisor in order to do that. She said we are also currently under a program development plan. She said it's a state mandated thing through the MOU performance measures. She said this supervisor will allow us to meet more timely goals. She said currently we have a hard time meeting those goals because I simply don't have enough supervisors to staff the number of cases coming into our agency. She said we also have numerous changes in our child welfare manual that started in May of 2019 that requires more practice time, which then falls onto our supervisors as well. She said we know it's our responsibility to keep children safe, that's exactly what I want to do. She said I want all children in Beaufort County to remain safe and I want them to have great outcomes in life and I feel like this supervisor is needed in order for us to do that.

Ms. Smith said just like many of the positions at DSS, this will be an approximately 50% reimbursement on this position.

Commissioner Richardson said in your child welfare, how many child welfare employees do you have, not counting supervisors.

Ms. Leggett said I do know our ration is over 1 per supervisor so I already know we're over the State mandate that requires me to have a whole new supervisor. She said I'd have to go back.

Commissioner said do you have 6 employees, do you think, or 7.

Ms. Leggett said it's roughly 35 to 39 social workers total, not including supervisors.

Commissioner Richardson said but I thought you needed another supervisor for child welfare.

Ms. Leggett said correct.

Commissioner Richardson said so in child welfare how many employees do you have.

Ms. Leggett said so there are 39 social workers. She said I only have 4 supervisors so they're all over by 1 or 2 social workers by the state mandate of five.

Commissioner Richardson said that's all social workers, not just child welfare.

Ms. Leggett said no, that's just child welfare. She said adult services are not included.

Commissioner Richardson said you have 30-something people working in child welfare.

Ms. Leggett said investigation, in-home services, foster care, adoptions.

Commissioner Richardson said I'm a little bit lost. He said who is this new person going to supervise.

Ms. Leggett said right now every unit has to many social workers in it so I need to realistically take social workers out of those units and create a new unit to stay within state mandated guidelines.

Commissioner Richardson said I think I've got it.

Ms. Leggett said the units are too big.

Commissioner Rebholz said the organization chart doesn't break that down. He said I think it's on page 60 of the book under social. He said it looks to me like it's lumping them all in together.

Ms. Smith said the org chart does. She said I can provide you with one that lays out each worker. She said can I email that to you all.

Commissioner Rebholz said how much of the caseload now, the increase would you say is Covid related because nationally they say it's a whole bunch.

Ms. Leggett said that's right, so Covid had a huge effect on Beaufort County DSS being it did, there were a few months in there that we did see a slack period because kids were home and nobody was reporting. She said since people have been moving about the caseload has doubled since the summer when things were shut down.

Commissioner Rebholz said do you think that's just a bubble that's going to go down.

Ms. Leggett said no. She said typically, I don't know if it will go down due to Covid. She said our numbers are tracking what we normally track throughout the year. She says I do think the cases are harder right now because of some Covid issues but the supervisor, I needed before Covid.

Vice-Chairman Langley said you stated there were 39 case workers and 4 supervisors. He said that's about nine social workers per supervisor.

Ms. Smith said so the chart here is including all social workers across all adult services and children's services but if you all will allow I will email you a breakdown between adult services and children's services so you have a clearer picture.

Ms. Smith said the next request that we have is our floor replacement project. She said our floor is about 10 to 15 years old over at DSS and in several areas there is glue coming up through the floors, it requires a great deal of maintenance. She said even when it's buffed and waxed that glue is still seeping through. She said there are several areas that have had to have tiles replaced and in several areas it's also disintegrating. She said there is, I really don't know how to describe it but there's like little holes in the floor where some of the tiles are just

disintegrating. She said so we are requesting to replace the flooring throughout DSS. She said we would request that we had hard surface flooring in the hallways and lobby, the high traffic areas and carpet in the offices however, we are, it's in pretty bad shape so we're open to whatever you all would allow us to do.

Commissioner Deatherage said the floor now, is it linoleum tiles.

Ms. Smith said it is VCT.

Commissioner Walker said I know what that is, I put it in. He said it's called composition tile.

Commissioner Deatherage said is that throughout all areas.

Ms. Smith said there are some carpeted areas. She said the director's area is carpeted. She said we do have a conference room that we were able to put carpet in last year to kind of have a nicer conference room for us in one end of the building. She said there's also a storage area that has some carpet in it but other than that the tile runs the whole building in offices and everywhere.

Commissioner Walker said has there been an asbestos study in that building for the floor.

Ms. Smith said not that I am aware of.

Commissioner Walker said yes, is that a thumbs up.

Ms. Leggett said I just counted the number of social workers. She said it is 26 social workers for four supervisors. She said one over every unit.

Ms. Smith said I can still email you that organizational chart so you will have it for reference.

Mr. Alligood said I'll be glad to just hit that one with you. He said Mr. Johnson is actually on the west coast visiting his son but I think he reached out previously to Board members to discuss this one. He said his request is to reclassify his existing economic development specialist position based upon a review, by our HR consultant. He said the position, as you recall the position was moved last year from essentially an admin position to an economic development specialist position. He said since that time they had an employee in that position, actually that employees last day is actually tomorrow. He said she is going to a larger market back closer to home and so in that, Mr. Johnson looked at and put together some additional responsibilities associated with that, sent it through the HR consultant that we have, and she suggested that it be reclassed from a 61 to a 63. He said that roughly equates to about $13,000. He said what Mr. Johnson is proposing in this is that the Board approve it and use a revenue offset to make it essentially flat or a little bit of a savings and what he's proposing is the Board currently has a contract with what's called the NCEast Alliance, and they help market for economic development. He said they're they group that is the eastern counties and he's proposing that you cease that contract, not re-enter that contract and use that cost for this position. He said I'm hoping he had those direct conversations and if you had any questions you may have gotten them from him. He said I'm glad to try to answer any but that's what I can tell you.

Commissioner Richardson said this looks to me like laddering up because we just reclassified a year ago and now we're reclassifying again, and we keep moving up and I'm against doing away with the contract with NCEast Alliance.

Emergency Management

Mr. Hedgepeth said I have two requests before you tonight. He said the first one is going to be for a service expansion for what is titled by the MAPS group as an EMS Paramedic Special Assignment. He said I know you

have what has been provided for you. He said I'd like to talk a little bit past that for just a couple of moments to bring into perspective what this position would really entail. He said first of all, just a starting point to set the stage, EMS, as you all know is a responsibility of the County and EMS is a costly business. He said the EMS today that we have compared to where it was is totally changing. He said it's changing extremely rapidly. He said for instance, just in certifications alone where it used to be someone would take a little bit of a certification and start getting into EMS, they had minimum requirements to keep it going. He said now, by the end of next year you'll have to have an associate's degree to get your paramedic and by 2025 you'll have to have a bachelor's degree. He said the state is pushing EMS into a point where they will probably try to get it licensure so just to let you know, those things are happening. He said we've talked about it briefly but all over EMS it is changing rapidly. He said I've got two slides I'd like you to look at. He said they seem kind of busy and I'll talk you through it. He said when you look at this first slide I just wanted to put a visual together of some things. He said if you look at the top line that goes across you see federal, state, local, finance, some county departments, you as the Board of Commissioners, some admin. He said what I wanted you to see on that top line is these are all agencies represented that are constantly requesting information. He said just information, just data. He said with that, in the federal realm we have FEMA, homeland security, the Department of Transportation is where EMS, nationally is housed. He said the guidelines come from them. He said under state we have a lot of interactions with regulations, inspections, expectations, documentation compliance, all the way down to success rates now. He said with that, more requests being made more often. He said with our local governments, that's our municipal governments, our local governments are expecting a service, responses and so on. He said and you as policy makers have asked us, our department on numerous times, questions. He said you want a data set of what's going on. He said in the past it has taken us man hours because we do not have a uniformed way of bringing all of that data to one place. He said we have this through all of those things and the position I have before you, really, in my mind, is about being proactive rather than being reactive. He said I look at reactive response creates inefficiencies. He said I like to think of reactive as we're chasing something instead of managing something else and that happens when something comes up, hey I need this answer and if we don't have that readily available we're not stopping what we're doing and chasing it until we get it together. He said in short when we're reactive something is managing us. He said when we're proactive we're managing something else. He said so if we look at this slide, let me talk first of all just about requested data. He said if you look at that top line again what I want you to see are the main agencies who need something from EMS and emergency services when we look at this. He said from now on I'm going to call that data. He said it could be all types of information. He said information is data, different data, very different forms. He said essentially groups always want data the way they're used to tracking it. He said they want it specific to the questions they're asking or their agency form. He said in the center you see our operation, our organization specific. He said those who manage in our department so that data request comes to us, we go through each other, and we have to figure out where it needs to go. He said data requests, in whatever form, come to one of our agencies, at a minimum, with a need of data returned in a specific form, in a specific timeframe. He said the appropriate position in our organization has to, at some point, stop a task that they're doing and figure out where to get this data and so on. He said you might say that's what we do in life, what's the big deal. He said I agree, you get asked a question, you stop, and you try to put things together. He said in our world our data does not match. He said the systems, the sources are not the same data. He said I'm not saying they're skewed and they're different data, I'm saying their actual form do not match. He said I'm going to give you a few examples as we look at it so the challenge we're faced with, everything is data driven. He said 100% data driven. He said for instance, if you ask my opinion on something on EMS I will quickly get a response after I say my opinion, show me the data. He said you want to see the data to back up our opinion. He said we're getting out of the world of opinions. He said we want fact. He said we want to see the data that goes along with it so everything is data driven. He said the second challenge we have for our area and our division is all data sources are in a different form. He said 911 gives us data in one way. He said our costs systems gives us data in a different way, the State gives us data in a different system. He said everything comes in different forms. He said our third challenge is all data is stored in a different place in those different forms so we have access issues, permissions that we have to do, and so on. He said so when I look at this, a simple request from you 12 months ago, to give me cost statistics, would take me two days to get you those cost statistics if it was just outside of Beaufort County EMS because I needed to get permission, 911 had to dump their data to us, we had to go to other departments to get PCR's. He said we had to take that, figure out how to match it up together

and come to our best report back to you of that data. He said as again, you can see, totally inefficient. He said I've spoken about requests for data, now let me speak just for a moment on operational data.

Vice-Chairman Langley said not to long.

Mr. Hedgepeth said I understand, if I may, Commissioner Booth, you said when we need it we need to come ask for it. He said I'm not up here with fluff, I'm here because we have a position that we need. He said it is important so please, with all respect, I'll move on. He said that's just requests. He said that's the easy piece. He said where the rubber meets the road is operational data. He said if you look at this chart and you look underneath, that's all the things we have to deal with on a daily basis, the different ones in our division. He said the bottom three lines represent the data sorts that we have to manage. He said again, different data collected in different ways for specific purpose. He said when a need arises, I'll give you an example, a truck check, we came up with a form for a truck check. He said we start capturing that, we find a place that it sits in, we're developing that and we're coming together. He said what we found is the old way of doing that we drop information. He said there's times that even though a truck check came back in paper it came back to this one individual who is responsible, something that needed to get fixed did not get fixed. He said when I find out about that I'm upset. He said I want to get it fixed and I want to get it fixed immediately. He said again, everything is becoming data driven, all data sources are in a different form, and all are in a different place, so I moved a paramedic, in January, from shift for 40 hours to help with Covid. He said this individual did us a great job in assisting with Covid, but this individual also has one of two people I know of in the department, there may be more, that have the specific skill set to be able to manage data and put things together and so on. He said so when I moved this individual to do things for Covid and to help with Covid response we talked about some of the other challenges, and he said let me have a stab at it and so we did that. He said I just want to give you a couple of things. He said first of all, an improvement in cost statistics. He said if you ask me today about cost statistics from 2020 up until now, by tonight I can have those sitting in your email. He said we can give you graphs and everything to go with it. He said why, because he figured out a way to take the data from the different places, to group it together into one data spot and make it talk to each other. He said he knew how to write that program; he knows how to take the data and do that so we're able to now efficiently do that. He said looking at cost savings because we want to know about money. He said in medical supplies alone, in a short amount of time, we've had to continually come to the board to increase our medical supplies through budget. He said the price just keeps going up. He said right now, with Covid you can't get enough supplies, prices are going through the roof, you have to buy in larger quantities, they won't let us buy smaller items, expiration dates have been moved from 6 months to 12 months to 2 months. He said we have to use it quick, or it goes out of date. He said other county agencies run out of supplies, we assist and trade them in things going on and we're under back-order shortages left and right, we're in a mess. He said but what happened with this, we took a reactive approach that was done with medical supplies. He said this individual wrote a program; all medical supplies are scanned in now. He said ordering is done from a computer program of knowing when it's going. He said we understand when the expiration dates are taking place, we're able to manage better. He said you can't look at the number in our budget this year and see what I'm about to tell you unless I explain it to you. He said when you look at our medical supplies we were under budget but under budget in medical supplies at a time when medical supplies went through the roof. He said we should've been way over budget, but we were able to maintain and stay under budget because we got management of that system, really the data piece. He said this gentleman was able to do that. He said I could go on with examples of maintenance on vehicles and others but for time, I won't. He said slide #2, we're requesting this position because we want to stop being forced to be reactive and we want to be proactive in our data management. He said now I've just created this visual as this spot, as this manifold where data requests and all of our data in every way comes into will be written in such a way that this data can be used in various locations. He said so those in operational positions can then access the data and be able to use it efficiently. He said this is not all this position will do. He said it will be the main point of it. He said the reason we want it to say Paramedic, special assignment is because we still want it to be a paramedic. He said we want the ability to fill the troops when we need to, we want the ability to use this person in emergency operations and assist with other things. He said I say this, in closing, there is a real need. He said we've tested this need over the past six months, just slightly and we see positive results. He said it makes a difference in our operations and we can be reactive in chasing things, or we can get proactive, and we can manage it. He said with that I'll ask for any questions.

Vice-Chairman Langley said second item.

Mr. Hedgepeth said okay, second item. He said under the senior EMS Paramedic, earlier in my career with Beaufort County we had a situation in another department where we had people all kind of on equal playing fields and what we were able to do is create a senior person, same position in classification, it didn't change anything, but it gave a person a training supervisory roll with a 5% increase at that position. He said so it kind of gave a step, a training step for them. He said we've been able to do that and other things. He said when I look at EMS, listening to, you look at that span of control ratio, the way our shifts are worked out, if you were to look across we have two QRV's in two locations and we have three ambulances. He said each ambulance has two people on it times four shifts. He said that's where the 12 people come from. He said what we want to do is take a paramedic on each of the three ambulances, that's three times four for a total of twelve and we want to create what we would call the senior paramedic. He said it's not changing their pay classification, but simply giving them the beginning responsibility of duty and a 5% increase in the pay class. He said it helps us with accountability and it helps us with the people who can move through the ranks and I t gives us a career ladder instead of the thought that I go to work there and there's nothing else for me to do. He said any questions on that.

Finance Department

Ms. Anita Radcliffe said do you want to hear something funny. Mr. Hedgepeth started one of his sentences with "if a need arises" and I thought he said, "if Anita rises" and I stood up. She said so it's kind of like if I was to marry a man with the last name Walker my name would be Anita (I need a) Walker. She said anyway, I'll get serious now. She said I don't quite understand or what to call you, whether I should address you as Vice-Chairman or as Chairman tonight since you're serving as Chairman.

Vice-Chairman Langley said just Commissioner.

Ms. Radcliffe said okay, just Commissioner. She said I believe Ms. Beacham has put a slide up for me tonight so just real quick, I had an opportunity to put together for you really quickly the overall savings on the three refinancing's. She said as you know, we're completely done with the LOBS. She said we closed, they're in the books, all done. She said the GO bonds are closing on Tuesday, next Tuesday when we get back from Memorial Day weekend and the USDA loan is scheduled to close on June 10th but the numbers for the GO Bonds, the USDA, they're firm, they're set in stone so I'm very comfortable with sharing with you the savings with each of those three refinancing's. She said now this is net on any cost of issuance. She said if you'll remember we financed some of the issuance costs, particularly the bonds. She said the USDA piece we're paying the legal out of pocket our out of the annual operating budget. She said so that's already been deducted out and I'm pleased to be able to report that our net savings for all three is $4,337,625. She said now I really tell you that for two reasons tonight. She said the first reason is I want you to be aware that on June 7th, your June 7th meeting I'm going to have several budget amendments and that's where we need to appropriate funds for the cost of issuance so that money has come into our bank account at the closings. She said it will come in for the USDA and the GO Bonds, I know what those amounts are, I have the invoices in hand I'm just waiting to pay those until we get past the June 7th meeting, and we've appropriated that revenue that's come in to be able to pay those vendors for that. She said the second reason I mention that is because I'm here tonight to ask you to take a very small portion of that $4.3 million, which is $19,747 and reinvest that into the Finance Department by granting five salary adjustments in the amount of 5%. She said I know that's a big ask but I stand up here asking it very boldly though because I believe if we were in the private industry it would be a much bigger number than that. She said we've seen over the past year, you know, we've received some windfall of money for Covid, and the Board has actually taken action to recognize additional work duties and reward employees by giving them additional payments and I though by saving $4.3 million I would really like to ask you to take $19,747 of that and reinvest that back into the Finance Department so I can do five salary adjustments for employees within the department. She said that's not the only reason I'm asking for that. She said I mentioned I provided, I think a way to pay for

it and be able to do it. She said I'm really asking because, and I'm on page 191, there has been a substantial change in the work duties in the past three years, since our pay study, for the finance department. She said just to give you a little bit of background, before we adopted the new personnel policy in July 2019, the County Manager had the authority to look at positions and say yeah, there's been a huge increase in the work and there's been a substantial change in the work duties but under the new policy he no longer has that authority, that has to come before the Board and we've seen that come before the Board with the Covid payments that have been issued and the overtime payments for exempt employees and that's why I'm standing before you tonight asking for it because that's the new process. She said I'm giving you practically almost three full pages of the additional duties since the pay study. She said I'm happy to briefly go over those. She said the first one would be the FEMA Disaster Reimbursements. She said that was moved from Emergency Management to the Finance Department in 2017. She said in the past I did these at the City. She said you might have one of these every four or five years. She said you might have a disaster declared, it's typically a hurricane. She said you would need to go through the long process, you see all of the bullets here on 191 of what needed to be done to get the money back from the federal government for the cost associated to the City or the County, but times have changed. She said I don't know, global warming, call it what you want but I can tell you since I've been here for five years we've had four so it's almost an annual event for us and it's not just hurricanes. She said the pandemic is actually a federal disaster, been declared a federal disaster. She said that is going to be on me and my department to get that money back from the federal government. She said moving on, just trying to demonstrate, on page 192, just the increase in special projects and revenue funds. She said they've more than doubled since 2017. She said you can see it's gone from 21 to 43 and of course Finance has a huge hand in monitoring those for compliance, we have to do the reimbursement work to make sure the County gets all their money back and then also dealing with the auditors on the audit piece of that. She said we went back and looked at the number of vendors checks we've written over the past four years, the number of paychecks we've processed, and you can see how it's grown over the years. She said I would note that last year, 19/20 it fell slightly for the vendor checks written but that's solely covid, I mean the economy shut down, we didn't write as many checks in April, May or June because of Covid. She said there was a supply chain issue and then employees weren't travelling. She said then on page 193 I just wanted to talk a little bit about the special projects for the Finance Department. She said so if you work in Finance you not only have your normal tasks you also have a special project and the reason we do that is because we want to make sure we're always improving internal controls. She said we want to make sure we're always in compliance with our grantor agreements, our federal and state requirements. She said we want to make sure we can accomplish our workloads and the way we did that in the past, I think we've been extremely successful in automating processes that have been manual in the past. She said we have leveraged technology to our benefit. She said I would've been standing before you so much sooner to ask for a new position, than tonight, which I'm going to do later, had we not been able to automate all the processes that we have and you know, fortunately when you do that kind of work, I call it working smarter, not harder, we're not receiving any benefit of that as the employee. She said we're not getting any reprieve from that. She said it seems like we just absorb more work. She said you can see the list of projects there, it's a short list, it's not all of them. She said I've listed 20 of the biggest ones, I think. She said I got tired of typing but if you would like to see the full list just let me know. She said if you will turn to page 194 it gives you the breakdown of the cost of the 5% salary adjustment. She said it is $16,313 in salaries, about $3,000 in benefits, bringing you to the $19,747. She said again, I'm proposing that we use a small part of that $4.3 million that you're seeing on the screen there to pay for that and reinvest that in the Finance Department.

Vice-Chairman Langley asked if there were any questions. No one spoke.

Ms. Radcliffe said I have one more, if I may. She said if you will backtrack just a couple pages, you heard the Emergency Services Director, Hedgepeth, he talked a lot about all the changes going on in EMS and I can definitely tell you EMS has had a significant impact on the finance department. She said I am in need of a full-time position just to handle the work related to the EMS districts and the fire districts and I have the duties listed here but I'm just going to read for you, real quick, I know we've got a long night ahead of us. She said basically we've got 21 agencies for the fire and EMS taxing districts, and we do all the budget work for them on the County side, as far as estimating their tax revenues, estimating their distributions. She said we have to maintain spreadsheets on the collections for them, we have to distribute that money to them once a month and then we

have to true it up, make sure we don't overpay them, all those duties listed there and if there's ever a problem with the interface with tax we have to reach out to the software provider to get that resolved. She said then the other piece is back in July 2018, we consolidated the billing for EMS transports. She said it's the County and four other county agencies that participate and we have a third party that's doing that billing for us but the finance department at the County has to do a tremendous amount of work related to making sure those payments are recorded and accounted for properly and getting those distributions back to those agencies and you'll see those duties listed on page 186. She said there's probably about 15 or 20 of those duties listed there and I won't go through all that. She said the way I'm proposing to pay for this is a little different and I want to talk about that for about 2 minutes and then I'm done. She said right now the County gets to charge the seven towns a 2% collection fee on the taxes. She said for getting their taxes, for distributing them out to them and reconciling it for them so they don't have to doit for themselves. She said we've never done that for the EMS and the fire districts. She said I'm proposing that we do that. She said I think that's fair. She said given the amount of work that we're doing to assist those agencies and get that tax revenue to them I think it is a totally fair thing to do. She said now I will tell you we have reached out to the School of Government, to the attorney there to make sure it is legal to do that. She said my understanding is that as long as the money is used within the district it is totally allowable and I can tell you that we're using it towards the good of that district. She said I do want to let you know that we've not gotten an answer back on that so we're waiting to do that. She said we wouldn't want to ask you to do something illegal. She said if they come back and say no, there's no authority to do that because remember we're under the Dillon rule, you have to have specific authority to be able to do it. She said it can't say in the law what you can't do, you have to have the authority to actually do it so if it comes back that we can't do that or there's not authority written saying that we can, I would ask that you pay for that out of the general fund, just general fund revenues. She said the other thing I wanted to mention is those fire and EMS agencies, they've probably already got their budgets ready for next year. She said I don't think it's probably fair for them to start it July 1. She said I would recommend, if I have your support and you do allow me to have this position, that for at least for the first year we do pay for it out of the general fund. She said pay for it out of the $4.3 million and then put them on notice and then the following year institute the 2% fee. She said that position, when you actually take the position cost and the revenue coming in from the agencies doing the 2% fee, it's almost a direct wash. She said there's a $3,400 surplus to the County for doing that.

Commissioner Rebholz said in the write up it says it's recommended the County charge the 2% fee, generating about $60,595 annually on the EMS and Fire districts. He said what are those. He said I understand all the fire districts

Ms. Radcliffe said we can take you to page, special revenue tab is where we pay them out of. He said we can look at them quick because I can't recite them, so for EMS, on page 141 in the middle, we have Bath Township. She said that money comes to the County because we are providing that service in Bath Township. She said I'm not recommending we charge ourselves a fee because that's just money in and out and its net zero. She said if we move on down we've got Chocowinity Township. She said we propose that they pay the 2% fee. She said we have Chocowinity municipal, we propose they pay the 2% fee, Long Acre, 2% fee. She said Washington Township, that is another district. She said we took it over probably 3 years ago, when I first came and that is our money anyway, it goes back into the general fund, so we don't tax ourselves. She said we could but it's a wash, it would be zero. She said Pantego Township, Pantego municipal, that money is the general funds already. She said then, of course, you have the fire tax which is just above that.

Commissioner Rebholz said so there's a total of six districts there.

Ms. Radcliffe said that would be taxed.

Commissioner Rebholz said three fire and three EMS.

Ms. Radcliffe said I think I'm getting seven, but maybe six.

Commissioner Rebholz said to me this goes back to the discussion we had the other night about you're essentially double taxing certain districts, the residents of certain districts and those districts can't raise their rates. He said you said they we're already maxed.

Ms. Radcliffe said except Long Acre. She said they're all at 5 cents, which is the max, with the exception of Long Acre.

Commissioner Rebholz said okay, so they can't raise so what they would have to do is find more efficiencies within.

Ms. Radcliffe said honestly the 2% is the growth that I've seen year over year in the distributions so I don't know that they would need additional tax. She said it would be a little bit of their growth for one year to pay for the services that we provide them.

Commissioner Rebholz said I still think we're double taxing them.

Ms. Radcliffe said I'm still waiting to hear back from the School of Government, and I will let you know either way. She said again, I do not want to tell you to do anything wrong legally. She said if it comes back that we can't do it I would ask that you pay for it out of the $4.3 million savings.

Commissioner Walker said do you have a high turnover rate at the Finance department.

Ms. Radcliffe said no, not now. She said there were some adjustments that needed to be made when I first came to get the team in place but no, we've got a good thing going now. She said we just keep absorbing more work.

Public Works, Solid Waste, Water Department

Ms. Christina Smith said first item I'd like to speak to you about is on page 389 of your agenda, of your budget book. She said it's regarding the reclassification of a position in facility maintenance. She said if you recall, we had an administrative specialist position that's been vacant since May 2020 due to the retirement of the previous employee. She said at that time there was a hiring freeze that was put in place. She said since that time the duties of that position have been absorbed by the utility customer service representative, the maintenance technician, the maintenance supervisor, the deputy public works director, as well as the public works director. She said while this has been a challenge we've worked to do that. She said staff has evaluated the duties of that position and because we have been working for the past year and absorbed the duties of that position, working with the maintenance supervisor we really believe that what is best for this department is to reclassify that position from a administrative specialist position to a maintenance technician. She said both of these positions are a grade 61 so the salaries are the same so again, exact same salaries, exact same pay grade but what this would do is go from an administrative position to a technician position so this would be a person responding to work orders, a person that would be going around on a daily basis. She said it could be changing lightbulbs, working on plumbing issues, a very good thing, something that we desperately need, for some of you that have been on the Board for a while, you have been noticing changes as additional funds have been allocated for the facilities department. She said we've been making great strides in the improvements of the buildings. She said we've been tracking work orders for the past few years and the number of work orders at the buildings have been continually increasing. She said the amount of work that has been subcontracted out has decreased so we have been doing more and more work in-house and by reclassification of this position we will continue to do even more work inhouse so I believe the response will be even greater. She said the reason this is presented in the budget, and I did not bring it to you, it's presented as an expansion item is because it is a change and what's listed here is an additional cost of $6,330. She said that is for additional cost because this is a working position and there are some costs associated with that such as uniforms, additional tools, because the person will be driving a vehicle there will be additional fuel costs, equipment for the truck, maintenance for the vehicle. She said what you will note is I do not include the cost of a new vehicle. She said often times you would see the cost for a new vehicle.

She said in order to minimize the cost to the County for this position what I'm planning to do is to utilize a vehicle that would be surplus from the Water Department to be used for this position until one of the future budget years when I will bring back getting a new vehicle for this position. She said but again, I'm trying to minimize the fiscal impact at this time.

Ms. Smith said the next item is related to the same topic. She said again, I am the third department head standing before you, making a request for adjustments in salaries due to a change in duties for the position. She said I think that's because we're looking for a means and a method in order to review the responsibilities that employees are asked to do because we all know what we're asked to do changes, if not on a daily basis then on a weekly basis and absolutely on an annual basis so in the past three years, as Ms. Radcliffe said, when the salary study was done many employees responsibilities have changed. She said so since the retirement of the admin support position, as I said, her duties have been absorbed by three employees specifically so I'm asking for an adjustment of salaries for the utility's customer service representative, the maintenance technician, as well as the maintenance supervisor because they do have additional duties that they previously did not have so I'm asking for additional compensation for those three additional employees.

Ms. Smith said may I also address the additional expansion items for the Water and Solid Waste at this time.

Vice-Chairman Langley said yes.

Ms. Smith said then I would refer you to page 405. She said Manager Alligood, do you need to do the first items or do you need me to address those.

Mr. Alligood said as we talked earlier, it's the same, all of those are the same for general employees, this would apply for employees in Water and solid waste so you can essentially take out, you've already heard one, two, three, four and five.

Ms. Smith said the last item that's on the list for water expansion items, again, is on page 405, a mobile work order software. She said it an estimated initial cost of $25,000. She said this is a one-time license fee and annual maintenance and upgrade for mobile workorder software for our Logics program. She said the Logics program is so our customers service side of the house that our customer service uses for our billing software. She said so with the mobile work order software would do is it would allow the customer service agent, when a customer calls in with a request they would be able to enter the work order in the billing software, which is exactly what they do now however, now they hit print and they print a piece of paper on a printer and then it's sent over to our division, the operations division or they scan it and email it to our distribution supervisor. She said but again it's a physical piece of paper and it's going back and forth. She said what a mobile work order would allow is they would be able to enter it into that and our technicians in the field would be able to utilize either a tablet or a cell phone and they would be able to see the work order directly on their electronic device and when they are actually at Commissioner Walkers home and looking at his meter or looking at whatever issue they would be able to say replace back-flow or leak was on customers side and they would be able to enter that information in at that point in time. She said there would be a date stamp as well as a time stamp at exactly what time the person was there. She said what I believe the biggest benefit will be is there will be a camera on the tablet or the phone they will have, and they will be able to take a picture of whatever the problem will be, and that picture will automatically be attached to the customer's account in Logic. She said so that's the greatest benefit of that and all of this would be through the Logic software company and it's all one package and everything would be attached to the same account and that would be there.

Commissioner Deatherage said how much is this going to cost.

Ms. Smith said $25,000.

Commissioner Walker said in your travels, in the Water Departments travels do they have trouble with the internet.

Ms. Smith said it is a challenge. She said there are some places where it's a challenge and sometimes what they have to do, they download, we have wi-fi at the shop off of Old Bath Highway and at other locations throughout the County and of course, most of the major highways in the County have really good internet and our guys are really good about knowing which spots do not have really good internet. She said if they know that they're going to a place on Highway 32 then they know to download whatever they need before the get there. She said we have our asbilts, to be able to utilize asbilts, so they know if they have a work order there they download it before they get there. She said but most of the things now, they may be able, if they download it before the get there and the enter it in but it would not transmission back to the Logic server until they get back into range.

Commissioner Walker said so can I put you down as a yes for county-wide internet.

Ms. Smith said yes. She said going to Solid Waste, on page 413 is the summary of the service expansions for solid waste. She said again the first five items are the same items that Mr. Alligood went over previously. She said Solid Waste is an enterprise fund and that's their share of those. She said then next three items are related to collection site repairs. She said those are, as you see, divided into a phase I, phase II and a phase III. She said as part of our lengthy discussions we've had regarding the overall long-term plan for solid waste collection in Beaufort County it appears to be the pleasure of the Board to move towards a large site on the north side of the river as well as a large site on the south side of the river so we're in the infancy of planning that. She said but I believe what I've heard from the Board is that the Board does not plan to make any closures of any convenience sites until those sites are open and active therefore, understanding that is the pleasure of the Board, what we have put together, Deputy Director Overman and I, is repairs and improvements to the collection sites. She said so as you're flipping through the service expansions, the phase I are what we would term the immediate improvements that are needed at the ten operation sites throughout the county in order to improve the safety, functionality, and appearance. She said phase I of the collection site plan is to address the following items at all ten sites. She said first item is retaining wall repairs, removing unsafe structures, construct and repair retaining walls and adding additional field materials, approximately $60,000. She said installation of railings and bollards, $60,000. She said entrance and regrading and addition of new stone to drainage and stability, $42,000 and gate and fencing repairs, that's approximately $5,000 so that's a total cost of $167,000 for the phase I. She said the next service expansion would be phase II, and again, this would be for the phase II would address the sites of the five county owned collection sites so that would be Cherry Run, Chocowinity, Landfill Gate, Ransomville, and River Road. She said so this would be in addition to what was included in phase I. She said this would be more permanent type improvements which would include asphalt paving and of course in order to get a good stability of your asphalt you need to have a good base, so it includes ABC stone and surrounding areas, clean stone. She said phase the total of phase II would be an additional $173,000 and in phase III, if you chose to do it, would be basically additional improvements for the sites that the county leases. She said which would be the Aurora site, the Buck Jones site, the Five-Points site, Pantego, as well as the Yatesville site and that's additional ABC stone and additional clean stone. She said that's an additional $123,000. She said I do have very detailed estimates for all of that. She said that's not included in your information, but I can certainly give you that. She said each site, not that you can see that but it's each site and a very detailed break out for each of the sites that has the amount of paving, the amount of stone, the amount of clean stone, the construction entrance, any amount for the retaining wall, the fence repair, the curb and railing, the amount for demolition, select fill and bollards and very detailed estimates for all of that. She said do you have any questions about the repairs.

No one spoke.

Ms. Smith said the last item for the solid waste expansion is the master planning and selection site so it's $50,000 just for engineering and consulting fees. She said again, because expansion is for a new or expanded service the engineer is for selection of a mega site or the design of a mega site would be for a new service so that's why its listed as an expansion. She said one of the items I would like to address is regarding the funding for at least the phase I of the solid waste collection sites. She said currently, based upon the tonnage we have received in fiscal year 20/21 we are anticipating approximately somewhere close to $100,000 being transferred back into fund

balance for this year so just keep that in mind. She said so unless everyone cleans out their attics and garages over the memorial day weekend, hopefully we'll come in a little bit under budget for fiscal year 20/21.

Commissioner Richardson said I thought that was more or less an enterprise fund, it's an enterprise so you don't give money back to the general fund.

Ms. Smith said not to the general fund. She said each enterprise fund has its own fund balance.

Commissioner Richardson said yeah, but you said we'd be giving back $100,000.

Ms. Smith said back to the enterprise fund balance.

Commissioner Richardson said so what you're saying is you have a surplus of $100,000 that could be used for some of this expense.

Ms. Smith said yes sir.

Commissioner Rebholz said do you know what our overall fund balance is right now.

Ms. Radcliffe said I do. She said for solid waste, at June 30th, now this is the audited number for June 30, 2020 it is $355,813.

Commissioner Rebholz said Ms. Smith is saying we're going to add another $100,000 to that.

Ms. Radcliffe said I estimated $100,000 but we'll go with $100,000 and be conservative.

Commissioner Rebholz said so the total will be well over $400,000.

Ms. Radcliffe said yes.

Commissioner Richardson said I've got a question, I'm really confused. He said if we've got this amount of money in surplus why are we fixing these places. He said it's an enterprise fund. He said why do you need to come to the Board to get an appropriation to do what you're already supposed to be doing.

Ms. Smith said because there was question about whether the convenience sites were going to stay open.

Commissioner Richardson said okay so we would have a discussion on Thursday about strategy and how to go about doing this. He said you're presenting options for the various sites about how fast we want to move and how we want to go about doing this.

Ms. Smith said yes sir. She said I have no problems. She said if you tell me we're keeping the sites open and you give me the money I'm ready to roll in making the repairs to the retaining walls and making the fixes it's just there's questions about spending the money at the sites if some of the sites were going to be closed.

Commissioner Richardson said I think we can help you with that one.

Tax Assessor

Mr. Lloyd Salter said lets see if I can be as short, sweet and to the point as I was the other night. He said so I'm basically standing in front of you for two positions. He said I've got a whole lot of things I can say but I'm going to make it real simple. He said the two positions I'm asking for in the expansion budget, one of them I'm going to call an exemption specialist. He said essentially an exemption specialist is going do exemptions. He said

exemptions come in a lot of forms in this County. He said you have present use value, which is farm, deferments, some exemption stuff in there. He said you also have everything from religious to elderly to veterans. He said you have lots of different exemptions. He said every County has them. He said there are state mandated programs that we have folks under. He said everything, again, from forestry to different things. He said this County, as I've told the Board before, the amount of money involved in that is immense. He said you're in the high hundreds of millions, if not in the billions of dollars. He said I would like someone, day in and day out, to worry about the quality control, the intake, the filing, the organization, the everything of every single piece of that that I'm not doing myself. He said I would like them to be able to work with programs to let taxpayers know there are programs. He said I would also like to be able to, again, to check those same programs. He said I feel that is a very direct way to put that. He said I'll also say this, I stood in front of the Board recently and asked for, I believe it was two meetings ago, I asked the Board for a temporary position. He said I'll speak to that real quick, so I had a little hiccup on that. He said I did get the position and I've had someone in that position about a month and in that time we have guaranteed, easily found $25,000 in revenue, easily. He said that's untrained temporary position. He said now that, admittedly, was going through some errors we knew needed some work. He said I'm not saying anything other than that, we knew that was true, those areas needed work, but I can tell you years' worth of that but not only that we would like to maintain it going forward. He said we would not only like to have to take a couple years to look over things. He said the last thing I would like to say about the exemption specialist, when I got here to this County I was provided a copy of a state study of an audit that the state had done through the Department of Revenue, through the Association of County Commissioners, I believe and they had said very clearly in that audit, I believe it was in 2019, correct me if I'm wrong please, they said very clearly in that audit that my department needed two positions and the two positions I needed were appraisal based. He said the first one I see as this. He said I see it as this exemption position because they would be appraising property. He said farm property, forest property, other properties, as such. He said the last piece of that is clearly that program needs work, and it needs to be a program. He said on to the other. He said the senior appraiser position, both are laid out pretty clearly, I think I've spoken to you about it before, that one I did have a question about that. He said the senior appraiser position, the way I see it, is a supervisory position. He said now both of these positions have been looked at by MAPS, been put together by MAPS, the salary recommendations, everything from other counties. He said I'll go so far as to say I also put feelers out there for the exemption position and found out how many counties in the state have that and what do they pay. He said the senior appraiser is to me a commonsense position in several ways. He said one, we have more than 48,000 parcels in this County. He said that means my two appraisers have 24,000 parcels each. He said that's for permits, that's for looking at items, that's for, hopefully when we get to the reval helping, looking, reviewing. He said that would decrease that number, that's another appraiser, that's a working supervisor. He said it's the way I work and it's the way this person would work, that's a working supervisor. He said they would have some amount of property they would be responsible for, probably commercial would be my thought. He said have this position look at commercial property, review commercial property, take some of that off my other appraisers. He said that is a little more complex. He said I've stood in front of you gentlemen and talked about the complexities of apartments and things like that for different reasons. He said that would be one piece of that position. He said the other piece, of course, I want someone to review our practices other than myself. He said I want a second set of eyes. He said I want someone other than myself to look at the real property angle of this. He said of all the property values in this county, real property makes up the bulk of it and yet I have two employees devoted to real property. He said I don't think it's anything extra to say that I really feel that is a very advantageous position to bring revenue back as well although I will not sit here and say that I can easily spot it as I can with an exemption position. He said that's a no-brainer. He said the money there makes sense. He said there's programs, is it taxable, should it be, shouldn't it be but this position, through the training, through working directly with the other staff, that's where that would come from, working with sales, working with other items, looking at the quality that we do on a day-to-day basis. He said I will leave you with this, there's kind of a question on vehicles. He said I did put $20,000 on one of the positions, I believe, in here for a vehicle. He said I'll take what you all give me. He said if it's found somewhere else or as far as that goes. He said that was done because I needed this and that's what I was told to do. He said if there's a vehicle that's around that my team can use, so be it. He said my guys are very happy as long as they've got an air conditioner or the windows rolled down, usually at least one of them, they're pretty okay. He said we're not looking for anything high dollar or anything. He said the other piece I've been asked about, I want to address, one of the reasons, of course the MAPS study came up with

the salary limitations, but I think they're fair and the reason I think they're fair is one of them, my exemption specialist position is a little less than a business personal property appraiser is, so we already have, the position already has to be certified. He said it's right in around that, I think that's fair. He said the position, the senior appraiser, I would like to get someone if possible, and it says it in the write up, if you read what I've put in here and we worked with MAPS on it, I would like someone with experience. He said I would like another appraiser, if possible, to come in here with some experience and have those abilities, if I'm lucky enough so I'll admit that is approximately a $60,000 base and the rest is benefits and the car piece that we talked about, but I feel that is what it takes to get someone in here with that ability. He said that's it for any questions.

Cooperative Extension

Mr. Rod Gurganus said trust me, I'd rather be here talking about budget than riding around looking at all the dry fields we're dealing with right now. He said hopefully some relief is on the way this weekend. He said I'm asking for two things this year in the expansion items in our budget this year. He said the first one is on page 168 I believe in your book. He said this is a livestock-small farms agent position. He said this is a position that's funded 50% by NC A&T State University, our partner in University, Cooperative Extension, along with NC State University. He said they will pay 50% of this position. He said we will share this position with Martin County. He said Martin County will pay 30% of the position so that leaves the remaining 20% for Beaufort County and I think, as you see in your notebook that will be $13,600 for the salary, fringe, and benefits and then $177 for our share of the computer lease for that agent. He said they'll be based in Martin County; this person would be based in Martin County and would work out of Beaufort County two days a week and out of Martyn County three days a week. He said of course they'd always be available by phone and email and through other avenues of communication. He said the driver for this, primarily, well, is the pandemic. He said the pandemic has created so much interest for back yard crops, chickens, obviously vegetable gardens and thinks of that nature are going as well. He said we have a horticulture agent who can field those questions and do the educational effort there but there's a lot of interest in livestock, raising their own animals and I'm talking about pigs, cows, goats, you name it, it's out there. He said we get questions about how to manage the pastures, food safety issues related to these animals and the butchering of these animals so there's a lot of educational effort to be made and it surpasses what I am able to do and what the rest of the staff is able to do so I think this position would be a welcome benefit to the County and a big help in terms of what we're trying to do through Cooperative Extension and our outreach efforts there. He said the other items would, I guess they're listed individually on page 169, 170 and 171, but they can all be talked about as one. He said this would be $2,000 per agent and that would be the Ag agent, myself, $2,000 for the family consumer science agent and $2,000 for the horticulture agent. He said you guys are already helping us out with program support for our 4-H program and we're certainly grateful for that. He said this would be a little bit of money that each of the agents could use to provide infrastructure, whether it's the family consumer science agent purchasing utensils, things for our demonstration kitchen. He said it could be used by the horticulture agent for expanding our demonstration garden, which is really nice and has grown considerably over the last few years. He said it just helps us to go out and buy those incidental things that we need from time to time, and it varies year to year. He said but that would help us a lot in terms of providing the programs we're doing here in the county. He said are there any questions about any of those. He said that's three agent positions for $6,000 total.

Commissioner Deatherage said how bad is the drought right now.

Mr. Gurganus said that's a good question, I was talking about that with a reporter today. He said it's bad but honestly if we're going to be dry I'd rather be dry now rather than a month from now when we're into pollination for corn. He said that's critical, that's a critical period. He said we can stand some of this and the dry weather is hurting us a little bit but we can survive it. He said it's the heat we're experiencing today, yesterday, tomorrow, in the mid-90's, that is where we start to get to critical plant level where we start to lose leaves. He said when we lose leaves we're starting to spiral. He said if we can just get this rain Saturday.

Commissioner Deatherage said if you get to much rain then you've got a problem.

Mr. Gurganus said yeah but we've been down that road a lot in the last 5 or 6 years. He said we're not going to worry about to much rain. He said there was some spotty rain around this afternoon but if we can get through this our bigger need is going to be a month from now when these crops are going into reproductive growth and putting on ears.

Commissioner Richardson said you've got a 10 degree temperature drop next week.

Mr. Gurganus said that's going to help a lot to and prior to this we've been really cooler, it's just this last week it's really ramped up. He said that coupled with the dry weather has been a one-two punch.

Commissioner Deatherage said it's been a tough May.

Mr. Gurganus said it has been. He said a lot of irrigation systems have been purchased the last few years, they're running now and doing the best they can. He said you see a lot of differences out there by soil types, by crops and the growth stages they're in. He said it's been an interesting time to ride around and look.

Aurora Fossil Museum

Ms. Cynthia Crane said I'm the executive director of the Aurora Fossil Museum in Aurora North Carolina and this is my newly elected Board Chairman, Bill Cook. She said to start out we're sharing some good news about the museum. She said we have received a few recognitions this year, 2020 and 2021. She said we've received a Trip Advisor 2020 Traveler's Choice award, which is a really substantial award to have. She said we've also just received a LUX Life 2021 Travel and Tourism award for the best nonprofit science museum, southeastern Atlantic United States. She said that's a regional award and we just got the nomination and accepted the nomination for the Global 100 award which selects 100 organizations and individuals across the globe for substantial service to their c communities and we're the best nonprofit museum in the United States. She said not bad for rural Beaufort County. She said coming up in July through September Target is going to feature us as a nonprofit for fund raising so the wheels are turning, we're coming back alive, getting back into the swing of things. She said so in 2020, of course, we had all that nasty Covid-19 pandemic, and we closed our museum for the sake of our staff and the community's health on March 16, 2020. She said during that time the staff remained completely employed, everybody continued working and paid. She said we switched our focus to educating through our virtual platforms and ramped up our virtual programming. She said we partially re-opened this year on March 1, 2020 and this Saturday, rain or shine, we're doing a grand reopening celebration where we open more of the museum, we invite you to come out and share a few minutes with us enjoy seeing all the different upgrades and enhancements that we've done since we took advantage of the opportunity of being closed. She said we revamped some of the museum and fixed a lot of things. She said the reason why we're here tonight is last year we requested a service expansion to cover an upgrade our security system and with Covid everything kind of fell to the wayside with that, but Aurora is identified as a rural socioeconomically deprived location which has a high minority population. She said we have no police department. She said in 2020, during the shutdown we had multiple break-ins and larcenies in buildings around the museum, including town hall. She said the sheriff's department was called multiple times, by myself, to have them come out and help with assistance with trespassing, damage, not larceny but possible burglaries that were setting off the alarms, and so I'm requesting a new funding proposal for an updated amount of $13,183 to upgrade the security system that would cover the whole of Main Street, that would cover the town hall to the library and this would be a way to add security not only to the museum but for our visitors an dour community. She said in talking with some of the Beaufort County Sheriff's during the different calls when they came out to the museum they were sharing that this would be a good thing for us to do and the Sheriff's Department could tap into those external camera's and see what's going on. She said if there's a call they can address it more efficiently. She said they can ask for if they need two cars or just one car because they would be able to see what's going on there and what the need is. She said also Nutrien, some of the employees offered to volunteer to help install it, which would save us $10,000 so actually the $13,000 is a small investment for a big return.

Mr. Bill Cook said I have just a couple of quick remarks, namely this lady has done a heck of a job. He said Covid crushed us and she's kept that museum going, not only going but going okay. He said she's selling dirt to people, selling dirt in big boxes, she's doing great. He said we're lucky to have her and I'll point out to you that this security system isn't just for our building. He said this is something that would really help Aurora. He said Aurora, as you know, is not the most affluent place to be and this would help those folks a lot. He said the security down there is zip, nothing, nada, and this system would help a lot in that regard. He said we talked with the Sheriff about it in that regard and they're happy with these changes. He said it would be a big help to them.

Ms. Crane said the museum would assume the electrical costs in managing the systems. She said we would still continue to have an investment in it to keep it going.

Citizens on Southside Together

Mr. Joe Calhoon said I am the assistant to the executive director of Citizens of Southside Together. He said we're proposing a walking trail for our community center and park. He said it's normally a youth center but 45% of our base are seniors and they would benefit more from that. He said the cost of the trail would be $2,500. He said it would go around the perimeter of the park and would be about ¾'s of an acre and would primarily be crush and run rock that we would spread out. He said when we maintain the park, cutting the grass and etcetera we would de-weed it and keep it maintained for the seniors to walk on.

Commissioner Deatherage said where's that going to be located.

Mr. Calhoon said this is Steely Town Road, Highway 33. He said it's the community center for Citizens of Southside Together.

Commissioner Deatherage said how long would the walk be.

Mr. Calhoon said it's about ¾'s of a mile, I'm sorry, ¾'s of an acre. He said it goes around the perimeter of the park.

Highway 17

Mr. Alligood said I'll take that one, Mr. Finlayson was not available to be here tonight. He said you have a presentation they put together on your desk. He said as you recall, they are the group we are a associated with and a member of that works to improve and push the projects on 17 and also took on 64, the piece from Raleigh up into Virginia. He said their efforts are to try and help move those projects along and get it so you can drive from Virginia to South Carolina on 17 on a 4-lane road. He said I think they are requesting an additional $5,000 above what you currently fund them on their membership.

Partnership for the Sounds

Ms. Jackie Woolard said I'm with the Partnership for the Sounds and we operate the North Carolina Estuarium here in Washington. She said we are in our 24th year of operation at the Estuarium. She said we welcome over 350,000 visitors for a tour of the museum, a tour or rental or our always popular river roving trip. She said we feel confident that knowledge we have provided about the importance of the estuary has made a lasting positive impact on thousands of people who become good stewards of our natural resources and the thousands of students to be interested in careers in science. She said visitors have come from all 50 state, over 50 countries and even with our limited operating hours this year we welcomed guests from India, the Virgin Islands, the Arab Emirates and 34 of our gold old American states. She said we also feel confident that this visitation gives a wonderful

impact on our local economy. She said as every business here and organization can report, Covid-19 significantly impacted our visitation, our operations and certainly our revenue for all of 2020 and the first half of 2021. She said our saddest statistic might be that we had no on-site school groups visit for the year 2020, as compared to 2019 when we had 64 school groups visiting. She said they are resuming. She said earlier this month we had the entire kindergarten grade from Eastern Elementary from Beaufort County visit. She said we had 150 excited kindergarteners there for over 3 days and we have groups scheduled now and lots of rentals already scheduled. She said in fact we want the rain for Saturday, but we have an outdoor wedding and reception on Saturday afternoon. She said when the Estuarium closed by executive order in March 2020 we did not reopen until September and then it was at limited capacity and hours. She said for us that's specifically meant we lost our busiest season which is specifically April through August, and we received no revenue. She said the silver lining of this Covid cloud might be the staff had time to perform much needed system evaluations and building and cleaning and repairs. She said kind of like Ms. Crane alluded to, it gave staff time to do things we'd been putting off or just didn't have the ability to do before and as you would expect, a building that's 24 years old, on the waterfront and has thousands of people coming in and out every year for 24 years, maintenance is a large issue. She said our funding request addresses some of those pressing needs which are for operational integrity and for safety. She said those being replacing cracked storefront windows, painting some rusted girders, repairing and or replacing gutters, pressure washing the building and restoring the front driveway area which is also a significant safety issue. She said it also includes some new IT and software for two exhibits in the exhibit hallway. She said we're not borrowing some equipment from WNCT TV and there's another exhibit that requires attention day-to-day because it's operating on a 2007 operating system. She said that's an overview of our request. She said we've been operating successfully for 24 years and hope to have another 24 years and on behalf of the Board of Directors and the Partnership we appreciate your attention and your consideration and your support for the Estuarium for all these 24 years.

Ruth's House

Commissioner Rebholz said they're not here, they had a conflict.

BHM Library

Mr. Patrick Fitzgerald said I do not want to forget first to say a really big thank you to the County Public Works Department. He said as you know we lease the building at the corner of the old courthouse, and they did some really nice refurbishments there while we had to be shut down anyway the timing was perfect. He said unfortunate situation, you know, but they were able to get in and get new paint and carpet in that building, even saying a lot of money by building a new desk by the door. He said we had a situation where whether you walked in the front or the back you never saw a human being and we were able to move the front desk, the public service desk of that building to where you walk in the front door and then we decided to close up the back door. He said so everybody that walks in the front door now sees a friendly face as soon as they walk in so it's a huge improvement and we've gotten dozens and dozens of comments. He said I'm going to make sure we brag on your department every time we do. He said that wouldn't have happened without them. He said BHM Regional Library, as you know we operate four libraries in Beaufort County. He said we're in Aurora, Bath, Belhaven and as you know we operate a small operation in the City of Washington as well. He said we are asking for a very modest increase this year of $2,721 which represents about 1 ¼ %. He said we have not been able to give any cost of living raises to those employees in quite a while and at the lower end of our library clerk position, a lot of our employees are part-time, at the lower end of those positions we're starting to fall behind a lot of retail establishments and we are seeing an uptick in turnover. He said especially at our low-end positions who are just leaving us for retail. He said so that's about all I've got unless you've got questions.

Eagles Wings

Ms. Ann-Marie Montague said she's the executive director of Eagles Wings food pantry. She said I've been there seven years, but Eagles Wings has been here in Beaufort County, we're in our 32nd year. She said we're

proud of the fact that Beaufort County cares enough to take care of their friends and neighbors right here because we do not get state or federal funding. She said the County has recently, within the past few years, has contributed to our annual budget and we appreciate that very much. She said the proposal that we sent to you this year is not for the backpack program but was for our satellite program. She said you had the gentlemen from COST a few minutes ago talking to you. She said COST was one of our success stories of our satellite program. She said we started a pop-up satellite program about 3.5 years ago where we actually took our vans with food and our computers, with a hotspot because you can't always get wi-fi and started serving people that could not get to Washington. She said Beaufort County is an interesting geographical County isn't it gentlemen. She said it's the north and the south. She said I'm a Yankee, I understand that but within the same county we have north and south so pop-up satellite operations were designed to reach into communities that had sever need but without the means to get to us. She said the COST program, Citizens on the Southside was one of our locations. She said as of about eight months ago they are now a free-standing pantry under the auspices of the Foodbank of the Albemarle. She said they work with us; they would supply a lot of the labor for us and worked with us and said we want to become our own pantry. She said to me that's a success story of a community taking care of itself, developing itself and its own resources. She said so we still have three satellite pantries. She said when we were at about the 75 family mark for those pantries and I did a cost analysis we were running between $35,00 and $38,000. She said we are now up to serving almost 90 families so the need is out there for people who can't get to us but we are endeavoring to get to them. She said BATS does not do it. She said I've heard Mr. Alligood said how great BATS was and they're great for the Medicare people but if you're living in the Aurora/Edwards area it's $25.00 round trip and people, when you're living on $900 a month that $25.00 is a very high percentage of your monthly income to come to Washington one time. She said so this is necessary. She said we're talking about a food desert. She said there are no grocery stores and they tell us we bring the only fresh produce they get all month long. She said so that's how important this is. She said you can't expect people to be healthy, you can't expect them to live within diabetic and low sodium diets when they can't get healthy food products so that's what we bring to them and that's what we're asking you to help support with your efforts and our efforts together.

Open Door Community Center

Ms. Marcia Norwood said I'm executive director. She said as some of you may know, the center opened on January 22, 2019 providing homeless women and they're children in Beaufort County with a safe, temporary place to live while getting their lives back on track. She said before the center opened there was not a shelter for general population homeless women and their children in Beaufort County. She said between January 2019 and April 2021, 27 women and 17 children have moved from the center into their new, long-term stable living arrangement. She said they stayed in the center about an average of 2.5 months. She said the Covid-19 pandemic did suspend our operations between March and June of last year. She said the center is located in a renovated medical office building on Cowell Farm Road. She said start up funding was obtained through a combination of fundraising, grants and donations, including $5,000 contributed by the Beaufort County Commissioners in 2018, and we do thank you for that. She said all renovations were performed by volunteers and the buildings mortgage was paid off in the first year of operation. She said while there is no charge to stay at the center, the women are responsible for meeting their own needs for items such as meals, personal care items, clothing, etcetera. She said ongoing fund raising is necessary to cover the building related and staffing costs. She said women come to the center from a wide variety of situations. She said some sofa-surf with family or friends as best they can. She said others have been living in their car. She said while living in the center each woman works closely with our case manager to set up an action plan which guides her to resources she needs to then transition into long-term stable housing. She said goals of the individual action plan may include finding a job, working toward a degree, attending counselling, receiving medical care. She said each woman meets weekly with a case manager who provides information, answers question, and gives guidance as they reach goals. She said in each case being in the center provides the women with an opportunity to improve their lives and ultimately give back to the community. She said recently a woman who stayed in the center was able to move into her new home and then was able to reunite with her young daughter. She said another woman came to the center, estranged from her family. She said through the centers program she received she received the help she needed, found a job, moved

into her apartment and is now reunited with her family. She said the center has experienced a decrease in donations since the onset of Covid and seeks support from Beaufort County to continue serving those who have are become homeless. She said with the anticipated increase in evictions when the Covid Eviction moratorium expires, the nee to provide shelter for the homeless will continue to rise. She said funding from Beaufort County, coupled with other fund-raising avenues will strengthen the centers ability to meet this critical ongoing need. She said thank you for your consideration of this request and are there any questions.

Pantego Academy Historical Museum

Ms. Martha Baynor said at the academy museum we have just volunteers. She said we don't have any paid employees. She said Pantego Academy was established in 1874 and it was the only male and female conscription and that is paid for by the subject in eastern North Carolina. She said it is listed on the registry for historical places, is the only building in existence with a horseshoe staircase. She said there is one more, but it is no longer in existence. She said if you haven't been you need to come. She said Pantego used to be a growing town and our membership is trying hard to preserve the history of the area. She said not just Pantego but the area all around here. She said now, our membership, our member dues and our loyal gifts and fund raisers are where we get our income from, and we were not able to have fundraisers last year because we did close in March 2020 and didn't open until this April. She said we did have a small fish fry the last of April and Commissioner Waters did attend to that and he did make the statement that whatever Commissioner Richardson would donate he would match so we'll see. She said a professional photographer took the pictures in this book. She said I'm sure he hoped to get a good job but we didn't hire him, but he gave this book and I'd like you all to look at it, it's quick and it shows what it looks like inside the museum. She said I was working on a PowerPoint, but I didn't have time to finish it with what I do at home. She said like all tourists, local people don't visit but other people do. She said last week I got a call from a lady I Florida and she wanted a special appointment to come and see the museum and she was there for three hours, and I really enjoyed every moment of it. She said I am the hostess or guide at the museum when you come and this last weekend we had a couple from Missouri come and visit. She said in 2019 we had four 1st grade classes come and visit and we had the Pantego jail on our property and also George Othlumbers first office and the 1st graders liked the jail because they liked to come and get their pictures taken there. She said we are open from 2 to 4 every Saturday and Sunday and by appointment if you would like to go any other time. She said 2 years ago we purchased a heat pump for the front of the building. She said it has saved us several thousand dollars over the last two years. She said we heat with space gas heaters and cool with room air conditioners but the two back rooms we're interested in putting heat and air conditioning in don't have anything and we would like to request $10,000 because we have two large rooms on the back of the academy that has priceless pictures, military uniforms, sport uniforms of past generations, ledgers, books, quilts, clothing and a lot of things that pertain to the history of when the school was in operation. She said these rooms really need it badly because they're damp and everything in it is deteriorating rapidly and if we want to preserve what we've got for histories sake, and I'm sure you all know our history, and everything is getting away from us so we're trying to preserve the history of the area. She said it is all Pantego has. She said I know Aurora has the Fossil Museum, but the Academy Historical Museum is what we have and right now we have a whole lot of stuff in it so if you'd be good enough to help us out it would preserve the history for future generations. She said we also got a proposal, and it was $5,000 per unit for two units making it $10,000. She said we would certainly appreciate your help.

Vice-Chairman Langley said that is our last one for the evening so we will recess until Tuesday at 7:00 PM.

Commissioner Richardson said I have one thing I would like to ask. He said at the next meeting could we have a chart of accounts that will show us everything to the lowest level.

Ms. Radcliffe said now when you say a chart of accounts that is just a listing of account numbers. She said I'm assuming you want some kind of balances with them.

Commissioner Richardson said a chart of accounts and a description of some of those accounts so the Commissioners can see how the chart of accounts works because I intend to make a motion for transfers within budgets and using that chart of account.

Ms. Radcliffe said okay, sure.

Vice-Chairman Langley said okay, we'll recess until Tuesday at 7:00 PM.

Meeting in recess until Tuesday, June 1, 2021 at 7:00 PM.

The Beaufort County Board of Commissioner met in for a Special Called Meeting on Tuesday, June 1, 2021, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Chairman Frankie Waters
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Staff Present
Brian Alligood, County Manager
Kathleen Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

Call to Order

Chairman Waters called the meeting to order.

Motion: Commissioner Booth motioned to approve the agenda. Commissioner Rebholz seconded. The vote was unanimous.

Mr. Alligood said I'll be glad to start you off. He said where we are is the departments have come in and answered questions relating to their budgets. He said you've heard service expansions from both inside and outside and asked questions about those so now is the night for the Board to decide what you want us to do to the budget. He said any changes you want to make to the manager's recommended budget, any additions or deletions. He said our hope would be that if you are able to do that to night you would let us know how you would like to proceed so we can go ahead and put the budget ordinance together because at the next Board meeting you will have the public hearing. He said I don't know if the Board intends to take action after that public hearing or not. He said if you do intend to take action or you feel like you might take action then we would need to know because we need to prepare the budget ordinance because you need to have that in writing for you to take action on it. He said just a reminder, if you don't we already have a special called meeting established for Thursday, next Thursday night for you to do that if you decide you don't want to take that action on Monday night. He said we are here, we have a spreadsheet where we can work off of with pluses and minus' as you go through it just to kind of keep you where you are. He said we're here to answer any questions you may have and I'll turn it back over to you and you're budget and we can do it however you want to do it.

Commissioner Richardson said I have a procedural question. He said do I understand that anything that's in the expansion budget has to be pulled out and voted on in order for it to be included in the new budget.

Chairman Waters said what we've been doing in the past, unless we want to change it tonight is we've been taking a straw vote either to put it in or take something out.

Commissioner Richardson said but the budget as presented, for instance the expansion items, they'll have to be voted on individually in order to be included in the budget and so will any of the other expansion items anywhere in the budget.

Chairman Waters said yes. He said we'll do each one of them on a straw vote and Ms. Radcliffe will be keeping us up to date on any questions that there are. He said the floor is open for the first recommendation. He said the expansion budget is on page 161.

Commissioner Richardson said let me ask one more question. He said if somebody doesn't bring it up for a vote then it's not included in the budget.

Chairman Waters said that's correct.

Commissioner Richardson said if it's overlooked then it doesn't get included in the budget.

Chairman Waters said that's correct. He said so if there's anything at all that you want considered we need to put it on the table tonight.

Mr. Alligood said one quick note to you. He said as Ms. Radcliffe spoke to you last session, we do have the USDA loan debt, the issuance costs, we were paying those, so she has included that if you want to hit that real quick.

Ms. Radcliffe said yes, we do have the final amortization for that new loan and there's a change of $76,414 between the existing USDA loan debt annually and what that new payment will be and so the offset to that is contingency. She said currently we have about $422,000 in contingency in next years budget so that reduces that number by the same amount. She said also you might remember DSS, during their presentation, saying that there was an extra $10,000 in contract services that could be removed so we're showing that as a deduction on our spreadsheet so that will be our starting point.

Chairman Waters said is that $10,000 even.

Ms. Radcliffe said yes.

Commissioner Richardson said on the expansion budget I would like to wait on the last two items that are on that budget which is an additional employee for the tax assessor, two additional employees for the tax assessor actually, and I would like to do those after, defer those until after we meet with the tax assessor on his overall personnel things in closed session. He said then consider these two things. He said in other words I'd rather not vote on them tonight until we finish with him Monday night at our meeting.

Chairman Waters said so I'm assuming that would be done outside of the budget, that wouldn't be part of the budget ordinance. He said we would actually be looking at that as a separate agenda item for our meeting in June.

Commissioner Richardson said I'm not saying take it out of the budget procedure, I'm saying don't consider it until after we complete our meeting Monday night because we'll have a lot more information.

Commissioner Rebholz said what are we doing Monday night.

Chairman Waters said on Monday night we're going to determine if we have a budget ordinance Monday night or if we do what you're saying then I'm assuming we'd have to wait until Thursday night.

Commissioner Richardson said no, I don't advocate waiting until Thursday night. He said isn't there a closed session with the Tax Assessor on Monday night. He said didn't we talk about that and agree about that. He said you, I, the Manager and Commissioner Deatherage.

Chairman Waters said yes, we talked about it, but I've not seen the actual agenda.

Mr. Alligood said the agenda is not done yet, but we have a closed session, yes sir.

Commissioner Richardson said so it's going to be on there. He said I'm just saying procedurally wait until after that to vote on this. He said this is still part of the budget, we will not have voted on the budget at that time unless we decide to vote on the budget after the meeting on Monday night.

Chairman Waters said if you want it to be part of this I think what we're saying is we're going to end up having that special meeting on Thursday night to vote on the budget ordinance.

Vice-Chairman Langley said I think what he's saying is even if we vote on the budget ordinance on Monday night what he's saying is lets talk about these two positions and then before the nights, if we don't approve the budget then approve it, so I think what he's saying is your budget ordinance should be flexible enough where you can just make that one change, am I right.

Commissioner Richardson said yes, that's right. He said the budget ordinance is still open Monday night. He said the ordinance hasn't been voted on so we're not violating procedures. He said I'm just saying let's not vote on it tonight, let's wait until we meet with the Assessor on Monday night, get some more information on personnel and then vote on it when we are fully informed.

Mr. Alligood said essentially the way I would see that flowing is you would have your public hearing on whatever you come up with tonight. He said if you leave that item open we would not be able to give you a complete budget ordinance for the public hearing. He said you would then have a closed session at the end of your meeting, which you normally do at the end of your meeting and then maybe come back after that and vote on the budget or come back Thursday and vote on the budget which would give us time to adjust the ordinance. He said either way we just want to let folks know because I'm sure there are folks who are interested on how the budget votes go on whether they need to stay after the closed session if you intend to have action after the closed session maybe.

Commissioner Richardson said I don't have a problem voting on the budget ordinance Monday at the regular meeting. He said I think we're so close on that, there's no big items.

Chairman Waters said is everybody fine with that. He said I'll start if nobody else wants to start. He said under the Cooperative Extension I would like to see us add the livestock agent which our part of it would be $13,770. He said that's because part of it is funded by NC State and part of it is one other County, Martin. He said NC State University and the other land grant university.

Commissioner Richardson said but this individual would be housed in Martin County. He said he won't be assigned here.

Chairman Waters said yes but he will be participating in activities in Beaufort County. He said I threw that out there and I call for a straw vote on it.

Commissioner Booth said this the only one.

Chairman Waters said I guess because we've got different items, I've got one more under Cooperative Extension but it's that program part. He said so I'm assuming we've got to do it separate.

Commissioner Richardson said I've just got a problem adding bodies to the payroll so I can't vote for it to increase the size of government for something that is a minimal benefit for the people of Beaufort County.

Chairman Waters said I can understand that.

Straw Vote: Chairman Waters called for a straw vote on $13,770 for a livestock position at Cooperative Extension.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Rebholz
Commissioner Booth	Commissioner Richardson
	Commissioner Walker

Commissioner Rebholz said so you know, he explained that the position was going to be helping people plant gardens. He said it wasn't really working with farmers.

Chairman Waters said part of their roll in that department is not only working with farmers but also consumers. He said that's a big reason NC State is involved in it and I guess our other members. He said under the Cooperative Extension, I was going to make a recommendation that we do the additional support, if I can find that.

Commissioner Booth said Mr. Manager, the other parties that are voting on this position have already taken a stand on that, am I correct. He said I think they're about finished.

Mr. Alligood said that I don't know. He said Martin County is carrying the lions share of it. He said but I don't know where they are on their budget yet. He said I can't remember whether they voted to put it in theirs or not.

Commissioner Booth said I don't know.

Chairman Waters said under support for Cooperative Extension service, under the horticulture agent program support $2,000, and the Ag agent program support $2,000, Livestock and small farms agent program support $2,000. He said I recommend that we do all three of those, which would be a total of $6,000.

Commissioner Richardson said the problem on these things is when you vote for them and it lists a tiny amount of money right now they have a tendency to grow and we have a tendency to fund more and more of it and I think it's just adding to the government bureaucracy and I've got enough government bureaucracy to satisfy me.

Chairman Waters said these are just supporting Ag agents that are involved in the farming community and it's, as far as I'm concerned it's our largest industry in the County. He said I think they're entitled for us to give them that little extra push.

Commissioner Richardson said Mr. Chairman I'll take you on that. He said that's socialism. He said that's taking the public's money and rewarding industry with it. He said that's not right.

Chairman Waters said well, they pay taxes.

Commissioner Richardson said it's still socialism.

Chairman Waters said I don't consider that socialism.

Straw Vote: Chairman Waters recommends adding $6,000 to the Cooperative Extension budget for program support in Horticulture, Ag Agent, and Livestock and Small Farms.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Vice-Chairman Langley said I have four items on my list that would go towards the general fund. He said the first on my list is for the longevity.

Chairman Waters said that's on page 165. He said at this time are we looking, I'm assuming just the general fund part, not the enterprise. He said on the general fund part that's $302,690. He said this is a benefit that was stopped in 2003, if I'm reading this right.

Commissioner Richardson said we've given everybody raises in the last two years. He said all we've done is sat here and voted to increase salaries of government employees. He said we had longevity before and it really didn't work, was the reason we got rid of it so I'm not interested in getting back into it again.

Commissioner Rebholz said I have an issue with the plan. He said I think longevity bonuses are good in the absence of a merit plan but I don't think giving out annual bonuses for longevity just doesn't seem like the right way of doing it.

Chairman Waters said I was not here when we were doing it before. He said do you have any comment.

Vice-Chairman Langley said would you consider setting a certain timeframe after five years.

Commissioner Rebholz said the one-year thing bothers me because if somebody just stays for one year, gets the bonus and leaves the next day that's, you're not achieving the goal.

Vice-Chairman Langley said when I was a state employee you had to do it, you had to be an employee for 10 years but I'm thinking along the lines of five because I think five will help us more than having to wait ten yeas for it.

Commissioner Rebholz said it was five previously according to this write-up.

Ms. Radcliffe said I think I can help with that. She said as I recall it was a 5% added to the base, which is what's recommended here, not a bonus. She said 5% to the base for every three years of service, that was the old plan.

Commissioner Rebholz said for every three years.

Ms. Radcliffe said after every three years of service.

Vice-Chairman Langley said does that give you heartburn.

Commissioner Rebholz said I like five.

Vice-Chairman Langley said okay.

Mr. Alligood said just for us to be clear, when you say five are you saying look back five or are you saying start and move forward with five. He said that's what we need for budgeting. He said who's eligible, if you're saying look for a certain number of years and say you're eligible, you have to have worked here 10 years before you're even eligible for that. He said so you would look back and say somebody has worked here 10 years, now they're eligible. He said or you're saying year one, starting now you have to work for five years and everybody who's been here for five years becomes eligible. He said that's just some of the details and clarifications we need.

Vice-Chairman Langley said my thoughts are if you've got five years of service then you're eligible, those are my thoughts.

Mr. Alligood said so you would look retrospectively to see how has been here for at least five years and they would then be eligible and then what does it look like going forward for those people.

Vice-Chairman Langley said the way I've always seen it is once you qualify for it it's an annual thing.

Mr. Alligood said then that goes back to Commissioner Rebholz's, maybe concern is it's every year. He said I guess the compromise.

Vice-Chairman Langley said I thought his concern was that it was year one.

Commissioner Rebholz said well I think every year, even after the five is a problem.

Mr. Alligood said so is it then a compromise then to look back and you say anybody who has been here five years is now eligible and then it takes "X" number of years before you get the first one, whether that be one year, two years, five years, whatever.

Commissioner Rebholz said my view would be you're eligible at five, when you've been here five for your first one.

Mr. Alligood said are we looking backwards to see who's eligible.

Commissioner Rebholz said I don't know.

Mr. Alligood said I'm sorry I didn't hear the difference. He said if you said look back and you're saying don't look back.

Commissioner Rebholz said I'm saying look back.

Mr. Alligood said okay, so five years is the eligibility standpoint and then moving forward what does that look like.

Commissioner Rebholz said the purpose is to retain quality employees right.

Mr. Alligood said the purpose is to both retain quality employees and to help give us some spread due to compression issues for those who stay so it's two-fold.

Commissioner Rebholz said and you've' been dealing with the compression issues. He said my deal is that's less of an issue than making sure we retain quality employees. He said I would think if you do it at year five, ten, fifteen, twenty.

Mr. Alligood said okay, then you would need to give us a percentage to say.

Commissioner Booth said if you're going to do that I think you should do it like the state does it. He said at five years you get 1%, at ten years get 1%, at 15 get another percentage, 20 get one and thirty get one. He said by then you're going to be out of here all together. He said that's the way I would do it. He said that's the way the State does it, well, that's the way the state did it 13 years ago, I can't say how they do it now. He said it's a percentage and every five years you get it, 10 years you get it, 15 years, 20 years, 25 years and it's capped off at 25.

Vice-Chairman Langley said the way that the State did it, it was not added to base salary. He said it was just on your anniversary you got this longevity. He said it was a bonus.

Commissioner Booth said I understand his position to. He said I just think the employees deserve it but the way we're doing it now, it doesn't help much with compression.

Mr. Alligood said yes sir. He said I think the issue is when the consultant looked at it, it's not me it was when the consultant looked at it and said you have compression issues and what compression issues means is somebody went to work for Beaufort County 20 years ago and they were being paid this much, they were being paid $20,000. He said every year since then you've had a COLA or whatever. He said COLA's adjust the range so their salary went up and the entry level salary also went up and then you have somebody come in and they get hired at the minimum, same thing, and they're getting paid the same as the person who's been here 20 years. He said that's compression. He said what we're trying to do, typically the way you deal with compression, we're back to the presentation she did, there's usually three legs to the pay plan stool. He said one is COLA which keeps everybody at market, tries to keep everybody at market. He said there is merit, which says if you are an outstanding employee then you get an additional bump or if you're just mediocre, you just come and do your job you've already been paid for that. He said that helps spread people out, that helps with compression. He said then the third is longevity and typically, you're absolutely right Commissioner, typically longevity, in normal situations, is a one-time payment that does not go to base. He said typically most local governments do it around Christmas time and maybe you've been here, you get 1% for every year you've been here. He said say you've been here 10 years, you get a 10%, one-time payment at Christmas, there you go, or however you set it up but it's usually a one-time payment and it's not to your base so it doesn't adjust your base. He said in our discussions with our consultant we said we've got a Board who does not want to put in a merit structure, how do we deal with compression. He said she said take your longevity and instead of making it a one-time payment add it to your base and then someone who's been here for five years is, like at the 2% here, if they're below mid-point then they would be up 10% so somebody coming in behind them after 5 years would be making 10% less than that person. He said so it helps address that compression. He said that's the reason it goes to your base instead of typically going towards just one time. He said just one more time, what I'm hearing you say is you're considering this, so start from today, look back 5 years and say who has been here five years. He said of the people who have been here five years, they would then be eligible to be considered for this program. He said then you said moving forward you were looking at five-year increments so I'm now eligible for the program, I stay here five years and there's some percentage that gets added at the end of that five years to my base, I think is what you're saying. He said then, if I stay here another five years something else gets added to my base, and if I stay here another five years something else gets added to my base. He said is that what I'm hearing. He said I just don't know what that percentage is.

Commissioner Rebholz said yes. He said I guess we'd have to think through those percentages but doing it every year in the first five years, it seems to me that doesn't necessarily get anyone to stick around.

Mr. Alligood said I think her look at that was saying what you're trying to do is take people who've been here a long time and have that compression and trying to drive them to mid-point and once you get them to mid-point you slow them down a little bit but again, when you try to manipulate a traditional manner of doing things so that it fits something else you can certainly have those issues so I understand what you're saying. He said do you want us to look at the state plan and see what we can find out while you all continue to talk. He said there it is, ten years, but less than 15 years is 1.5%, 15 to 20 years is 2.25%, 20 years but less than 25 is 3.25% and 25 or more is 4.5%. He said that is incorporated in the base pay before computing longevity. He said they start at 10 years so you have to work for the state at least 10 years before you're eligible for that.

Vice-Chairman Langley said I'd like for us to be at five. He said that's my proposal, five years.

Commissioner Booth said that's what he said

Commissioner Rebholz said 2%. He said that's a sliding scale that the state uses.

Commissioner Booth said that's because you go up each year, every five years. He said you want to start it at five years don't you or is it ten years of service.

Mr. Alligood said the way I understand, or what I hear is if I've been here for five years I'm now eligible, then I have to go five more years before I get the bump and then I have to go another five yeas before I get the second bump and its five-year increments. He said what we're trying to figure out is what is that bump. He said I think

is the state slides so what it says is I've been here five years, or I've been in that range, and I get 1.25%. He said if I've been here longer I get more of a bump, more of a bump. He said do you want a set bump like 2.5%, 3.5%, 5%, 20% or do you want it to say okay, you've been here five years it's 2%, you've been here the next five years it's 4%, next time it's 6% so you bump it up as the years of service grow. He said I guess that's truly trying to hold people because they could say I got my 2.5%, what does it matter if I stay here five more years I'll only get 2.5% but if I stay here five years I might get 4%.

Vice-Chairman Langley said I think every five years there should be an increase in the amount. He said you don't want it to just be flat.

Chairman Waters said can we take a vote that we have them come up with something similar to the state plan, starting with five.

Commissioner Booth said I don't have a problem following the state plan. He said it's good enough for the state, it's good enough for Beaufort County.

Chairman Waters said so you're saying ten years.

Commissioner Booth said no, I like the five years.

Commissioner Walker said I'm okay with that.

Mr. Alligood said Mr. Chairman, what we could do is we could take the states plan, they start at ten, you want to start at five. He said we could say if you've been here between five but less than ten it's 1.5%. He said if you've been here ten but less than fifteen it's 2.25% so we could take this language and just bump it back to five years. He said they start at ten would start at five so we could do it that way. He said I'm anticipating this is probably on anniversary date.

Ms. Radcliffe said it is a bonus, it's not added to the base. She said I couldn't tell from on here.

Chairman Waters said if you're trying to do the longevity I think it's the base. He said I would think that's they're doing at the state level.

Mr. Alligood said I'm just going to read, it says note, salary increases effective on the longevity eligibility date shall be incorporated in the base before computing longevity. He said I don't know exactly what that means.

Chairman Waters said well it's not a bonus, it's being added to the base, the base salary.

Mr. Alligood said that does help you with the compression issue. He said if you were to do it as a one-time payment that doesn't help you with compression.

Chairman Waters said lets see if we've got enough support here to come up with a number to put into the budget.

Commissioner Walker said would we have any way of knowing what the estimated initial cost would be.

Chairman Waters said what I was going to suggest is that Ms. Radcliffe put some number in there right now, $300,000, some number so that we realize the size of it but until you, somebody looks at it I'm not sure what it is.

Mr. Alligood said if your eligibility, starting eligibility is five years we probably have a significant portion of the census that have been here at least five years and that's where everybody starts, according to this, and then it moves forward after that.

Straw Vote: Vice-Chairman Langley asked to consider proceeding with the longevity plan.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

Vice-Chairman Langley said my next one is also under general fund and has to do with salary again and this proposal is for the 2% COLA.

Chairman Waters said this one is kind of cut and dry. He said it doesn't involve the discussion on the one we had before.

Straw Vote: Vice-Chairman Langley asked the Board to consider the 2% COLA.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Rebholz
Commissioner Booth	Commissioner Richardson
	Commissioner Walker

Straw Vote: Commissioner Rebholz asked the Board to consider a 1% COLA.

Yes Vote	No Vote
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Booth	
Commissioner Deatherage	
Commissioner Rebholz	
Commissioner Walker	

Vice-Chairman Langley said my next one is concerning the maintenance department and that's the reclassification of the admin specialist to a worker. He said I think that's a minimum cost and I think it can be found in their budget. He said I think we just have to approve the change.

Chairman Waters said that's the one on page 389, page 389 if you want to look for more details.

Vice-Chairman Langley said it's the position that Annette had that's being moved from a supervisor down to an actual worker.

Commissioner Booth said it's going to cost us $6,000 extra.

Vice-Chairman Langley said that's pretty much just for uniforms and stuff like that.

Commissioner Richardson said does this mean another vehicle.

Chairman Waters said it's not in here.

Commissioner Rebholz said they said they were going to use one of their existing Water Department vehicles.

Mr. Alligood said my understanding of this is that additional funding will be found within the existing budget to cover this. He said this will not be an additional cost to the County.

Chairman Waters said so it's not a plus.

Straw Vote: Vice-Chairman Langley asked the Board to consider reclassifying the Administrative Specialist position to a Maintenance Technician. The vote was unanimous.

Vice-Chairman Langley said the last one on my list is to give the Sheriff back his five positions that were frozen.

Commissioner Richardson said I'd like to hear a justification for the five positions.

Vice-Chairman Langley said the positions are actually needed and I said when they were frozen and they came back wanting them.

Commissioner Booth said they weren't frozen.

Vice-Chairman Langley asked they weren't frozen.

Commissioner Booth said no, they weren't frozen.

Commissioner Richardson said they were taken out.

Vice-Chairman Langley said at any rate, those five positions were not filled last year and in last years budget they were taken out to do those pay increases but the need is there for those five officers back. He said I understand the boggle with the school system and I'm not even examining that. He said I'm just going with the day to day operations of the Sheriff's Department and I will say this, and everybody knows this, I spent 14 years at that Sheriff's Department, it will always be dear to my heart and I will always try to do all I can so they can continue to do the best job that they could possibly do. He said whether I think the world of the administration or not, that doesn't matter to me. He said I'm just interested in doing what's right for the citizens of Beaufort County.

Commissioner Richardson said let me see if I got this right. He said the Sheriff is willing to give the County less service for a year so he can give a huge pay increase to his favorite employees, 10 or 15 of them that's going to happen year after year and we're supposed to go along with only doing this one year and then put the money back in the budget for the future. He said a little bit of common sense tells me that he knew that he could run the Sheriff's Department without those five employees or he wouldn't have agreed to not have them. He said so I don't understand why the public should be abused by this process because this is not a business process. He said it doesn't make one lick of sense. He said it's a game people play and the Sheriff, I asked the Chief Deputy in here twice, show me some justification on why you need these people in terms of numbers rather than just saying we need people, we need people and that hasn't happened yet. He said my telephone hasn't rang saying that there's less service in the Sheriff's Department so I think we're throwing bad money after bad money is what we're doing and I can't support increasing the number of people in the Sheriff's Department based upon the fact that the Sheriff cant tell us why he needs these people.

Chairman Waters said when you look at the 13 school resource officers, which we will no longer have come July 1, those individuals were leaving the schools and doing other things within the Sheriff's Department. He said there were weekends that they were able to do things, there were summer months they were able to do things and when you look at the hours , the number that Commissioner Rebholz came up with showed us it was the equivalent of about four full-time employees, if I remember. He said so they're four people who no longer can be out there on patrol on the south side or the north side and that's only one , when you look at 365 days of the year, when you look at four positions.

Commissioner Richardson said tell me how many cases we've had that have gone sour, tell me how many criminals have escaped, tell me how many domestic disputes have not been services as a result of not having enough deputies. He said nobody can do that.

Chairman Waters said the only thing I can tell you is before last year we had 107 positions and we passed that it would stop at 102, so that's five. He said then we saw a change in school resource officers that if you compute that, that's roughly four so that's nine people that were doing other things. He said I don't know the statistics of what you're saying, I just want us to keep from having something happen. He said I don't want something to happen where these people could've saved a life because these people are also first responders. He said they're normally the first ones there on a 911 call and they can help save someone so it's not just about showing up when somebody's been robbed or somebody's been stabbed in Aurora or Belhaven. He said it's that additional force that we need in the County.

Commissioner Richardson said but nobody has given us data. He said there are no numbers to say how many people are arrested, an increase in crime, an increase in that, nothing. He said the Sheriff is running a secret society. He said he will not even appear before this group to justify why he needs these people and here we are sitting here saying we need people. He said there are no numbers to justify this. He said nowhere else in the world do I know of where you can get away with demanding more employees and not being able to submit some info to justify it and he hasn't done that. He said so we are just, you're throwing money away that's totally unjustified. He said nobody has come to me and said the Sheriff didn't investigate, couldn't investigate, and on and on. He said that's not happening.

Commissioner Rebholz said that's because you're in Washington. He said if you were in Aurora you would hear that.

Commissioner Richardson said I talk to people in Aurora, I talk to people all over the County. He said the numbers have not been presented, only an opinion and that should not mean anything to a governing body that's doing the job for the public. He said show us the date. He said other police departments and Sheriff's Departments give their Commissioners monthly regular reports so you can see what's going on. He said we are clueless. He said when you vote for this you really don't know what you're voting for. He said it's a sham.

Commissioner Booth said you were correct in your numbers, 102 last year. He said but you were incorrect when you said we reduced them. He said we did not reduce them, they were given to us, those five positions were given to us and I hope the media gets that straight because I hear it all the time, yes in Aurora, Acres Station too, but we did not, as I told the Vice-Chair, we did not take those five positions. He said the discussion now is whether we want to give them back. He said I also want it to be out there that we did not take them, they were given to us.

Chairman Waters said that was agreed to during the budget last year with the Sheriffs representative.

Commissioner Walker said least we not forget, the person that actually did get rid of deputies was the Sheriff and I still don't understand that exchange because those people were good folks. He said some of them had 16 years of employment. He said they were all licensed and had everything they needed to be a deputy and now he wants five back that will have to be retrained and everything. He said it's very confusing.

Commissioner Booth said where did you get that data from that's equivalent to what they do when you don't know what they do. He said where did you get that data from. He said pass it on so I can vote for these five.

Commissioner Rebholz said you mean arriving at the four to replace the loss.

Commissioner Booth said yes.

Commissioner Rebholz said if you take the amount of days that they're employed in a year, the amount of days they work you subtract the amount of school days there are. He said you put in a factor that they would be there for they would still be at the schools for extracurricular activities.

Commissioner Booth said how many miles is it from here to the Hyde County line.

Commissioner Rebholz said I can tell you how many it is to Swan Quarter, to the ferry.

Commissioner Booth said we don't have them in Swan Quarter, we have them to the County line.

Straw Vote: Vice-Chairman Langley is asking the Board to consider adding five positions to the Sheriff's Office.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

Vice-Chairman Langley said I'm done.

Commissioner Walker said I understand that the Social Worker for DSS is 50% reimbursement, I'm okay with that. He said but I don't think it's time to replace all of the flooring at DSS so that's a no. He said I'm okay with the social worker but not on the floor. He said I've seen it and certainly there are reparable spots.

Commissioner Booth said what dollar amount do you want to put with it, repairing them.

Chairman Waters said I'll tell you what, let's do, we've got to vote on them anyway separately. He said so do the first one, which is the employee.

Commissioner Walker said I want to do that.

Chairman Waters said is that 45 or 55.

Commissioner Walker said 50% reimbursement I think.

Chairman Waters said okay, 50/50.

Commissioner Rebholz said that's the supervisor, right.

Commissioner Booth said yes.

Chairman Waters said if I remember that correctly that gets them back to where the ratio is 5 to 1, or less than 5. He said that's in the Child Welfare I believe, child protectives.

Straw Vote: Commissioner Walker is asking the Board to consider approving the Social Worker Supervisor III position for DSS.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	

Commissioner Rebholz
Commissioner Walker

Chairman Waters said all right now if you want to bring up the flooring.

Commissioner Walker said yeah, I just think we can wait a year or so to replace all that flooring. He said I've seen it, it's not that bad.

Chairman Waters said this question would be for staff. He said the one cent tax that goes towards maintenance, would this qualify if we chose to put it under there.

Mr. Alligood said it would. He said you have recommended projects in your budget right now that the County engineer has put forward to you that she thinks you need to use that one cent for.

Chairman Waters said but we could ask for it to be put in there a year from now.

Mr. Alligood said you could. He said or you could ask that it be included in that.

Chairman Waters said is that what you're saying Commissioner Walker, put it off a year.

Commissioner Walker said put it off a year.

Commissioner Booth said do they have any money towards this project, I mean DSS. He said do they have any money towards their flooring.

Ms. Smith said I'm not 100% sure of the details of their budget but I don't believe they typically would have a facilities budget of that magnitude. She said but I believe the area of the flooring, there are certain areas of the flooring that definitely need some immediate attention, there's no doubt about that so that is something that will be addressed in this coming year. She said we do have some, something needs to be done in some of those locations, but I believe what DSS has presented is more of a phased plan where they were looking to redo the entire floor in the entire building, and they did it in a multi-year plan and they broke that out in order to spread the cost out over multiple years. She said but there are some definite areas where the tile is crumbling, and it definitely needs to be repaired in certain locations.

Commissioner Booth said I seen the tiles and I didn't go over there to get the job, I went over there to see the tiles and you're right, the tiles are bad in some places and need some work done.

Mr. Alligood said so my understanding is there's 50% payment for us generally on, we get 50% maintenance back anyway on maintenance over there. He said the state gives us 50% back anyway so if you broke it down in a regular maintenance in small little sections it would be reimbursed at 50%. He said if you did it as a large project the state looks at that and says we won't give you 50% at one time, we will spread it over seven years and give it back to you. He said so you can take it small chunks, fix a few areas and get your 50% back or you could say you're doing this big project and wait to get your 50% back because they would give it to you over seven years.

Commissioner Walker said don't they have a maintenance guy over there. He said I feel certain he could repair these places that are so terribly bad that they need attention. He said nobody knows better than I.

Chairman Waters said are you shaking your head Ms. Smith.

Ms. Smith said I don't believe that's the case. She said not actually up existing BCT. She said I don't believe that's in his skill set to do that. She said I do believe, and I don't have the exact numbers, we haven't put it out to bid and gotten hard numbers on that but I think that the areas, and I have not been there to look at it within recent weeks or month but I am familiar with the area where the buildings are connected. She said have you been

very recently, Commissioner Booth, it is where the two buildings are connected. She said I believe and I've spoken with staff at DSS in general terms about that and we are on the same page because again, office chairs like you are sitting in where they have the pressure points with the casters, that pressure point on the VCT, which is very thin tile, it just doesn't handle the traction back and forth so it is crumbling. She said that's what they're talking about, putting carpet in certain areas and just eliminating that in the future. She said the previous administration didn't like the carpet, this administration is in favor of carpet there, so I think we're talking about a few offices and installing office carpet in those areas and then going back and looking at doing something in those corridors. She said again, replacing it with either similar VCT or even some type of walk-off carpet or something along those lines. She said but I think we're talking about much more reduced square footage than what they are showing in their expansion proposal. She said I believe their number that they have is approximately $88,000, is that what that number is. She said I apologize, it wasn't my budget so I don't know.

Chairman Waters said $82,000 would be our part and the other $82,000 would come over seven years if it's done in one project.

Ms. Smith said I believe if you're talking about immediate repairs it could be done, if you're looking for, are you asking for a number on that, do you want it this evening or something in the future.

Commissioner Booth said you do it every day, you're our go-to person, what would half of that do. He said I mean you see some bad places. He said I know we can't do the whole thing.

Ms. Smith said half of that, I don't think it would even take half of that. She said I think it would less than a quarter of that. She said you could, to do the immediate repairs I think it would take less than $15,000 I think, would be more than efficient.

Commissioner Walker said that's the number that the school's using to repair the tile in Eastern, $15,000. He said I fixed that seam a few years ago and it was about $500 or something like that and probably putting a band of carpet down there is the way to go because it's going to continue to crack because that's where the buildings were joined. He said but that's a whole lot less than $164,000.

Chairman Waters said the question is do you want to put any money in this budget.

Commissioner Booth said I'll go with what she says but if we just keep patching stuff it's just going to get worse and worse. He said if you can figure out a way to get it done I don't have a problem with it, I really don't but the thing about it is what are you going to do when you start piecing it but if she says she can patch it then I don't have a problem with it.

Chairman Waters said so we're not putting anything in the budget for it, we're just going to take it out of maintenance. He said either theirs or.

Ms. Smith said let me increase that number then.

Commissioner Booth said if the total project is $78,000 I would say cap it at $40,000, if she can do it for $40,000.

Chairman Waters said okay, $40,000 is the number.

Straw Vote: Commissioner Booth would like the Board to consider allocating $40,000 to DSS for replacement or repair of the flooring.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Rebholz

Commissioner Walker

Vice-Chairman Langley said the only other one I had, and I'd forgotten about it, was the BHM library for salary increases. He said it was $2,000 some odd dollars.

Chairman Waters said that's on page 304.

Vice-Chairman Langley said $2,721 and I'll say that Martin County and Hyde County, they've all agreed to pay as well.

Chairman Waters said so that's an increase in the operating funds.

Mr. Alligood said my understanding is it would go towards a COLA so it would be a reoccurring expense.

Commissioner Rebholz said based on the earlier discussion about procedures, do we also have to vote on the library's $221,000 that's in the outside agencies budget.

Mr. Alligood said no sir, that's a reoccurring cost. He said you're under contract for that.

Straw Vote: Vice-Chairman Langley would like the Board to consider approving $2,721 to the BHM Library for COLA's for staff.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

Commissioner Rebholz said are w strictly within the outside agencies now.

Commissioner Richardson said no, we're in expansion.

Commissioner Rebholz said the Aurora Fossil Museum, I've got a question I guess. He said is there a chance that could get covered under CARES because they were, their fund raisers, like with Ruth's House, were completely obliterated.

Mr. Alligood said okay, so there isn't anymore CARES money. He said it would be American Rescue Act money, yes, if you want to open that door, yes.

Commissioner Rebholz said I understand what you're saying about opening the door.

Mr. Alligood said it does allow you to provide funding to agencies, non-profits and other agencies and private businesses that were affected by Covid and you can assist them with grants or loans or just give it to them.

Commissioner Rebholz said okay, I'm going to hold off on Aurora until we get into the discussion about what we're going to use the money for.

Mr. Alligood said I would be a little bit concerned if you went to one agency specifically and said we want to use ARP funds for them. He said I could see there being a push to say you need to put a program in place for others to apply or be eligible.

Commissioner Rebholz said I would like to put into play the Sidney Dive Team, the $25,000. He said of course maybe that could also be under the relief funds. He said it's not probably as closely tied to Covid so lets put that on the table.

Mr. Alligood said the best I could tell that would not fall under the American Rescue Plan Act, it is not related to Covid, it is a general emergency response. He said I just don't think it would work.

Commissioner Rebholz said I would like to see us give the Sidney Dive Team $25,000. He said all they do for this community and the County and those around us is, I'm not quite sure how they're able to pull it all off. He said they're safety is very important.

Commissioner Booth said what do the other county's give, what do they do.

Commissioner Rebholz said I can't tell you that.

Commissioner Booth said there's nothing wrong with what you want to do but when you sit down and here's a program for children and you can't go along with that.

Commissioner Rebholz said when did I do that.

Commissioner Booth said you just did a few moments ago when we were trying to get that gardener. He said you said it's just a gardener, it's just a gardener.

Commissioner Rebholz said for your information the 4-H is pretty well funded under the program for, what is it.

Chairman Waters said the Cooperative Extension service.

Commissioner Rebholz said no. He said the 4-H also provides programs for the kids and summer camps for them but that is funded through.

Commissioner Richardson said Nutrien is a contributor with some others.

Chairman Waters said well I guess where I'm coming from on it is one of the things they do in this County is recover bodies and you know that gets to be very important to either one of our citizens or somebody that's here and there's a boating accident. He said if I understood, Nutrien had already given them $25,000 to $50,000 that helped them get part of the equipment they needed but this would finish it. He said this is a one time. He said this is not reoccurring. He said they do other things in other counties, and I understand what you're saying Commissioner Booth but when you take all the shoreline we've got in Beaufort County and you take all the tax base and you think about what happens every weekend starting Memorial Day weekend, it's pretty important. He said in most cases they're not going to save somebody but hopefully they can recover and be part of the search team. He said so I'm inclined to help them because I think it's a vital part of our infrastructure, being a boating community. He said with what, nine boat building companies now.

Commissioner Booth said I'm not out there trying to build a boat but like I said, I don't have a problem with the program, and it is important but it's also important for other counties to contribute. He said I whole heartedly agree with that, I will give something, but you go all the way to Jacksonville and everywhere else. He said I hate to keep going back and forth on it, but my interest is these folks here in Beaufort County, that's my interest. He said I support them whole heartedly, but I want other folks to ante up too.

Chairman Walker said I would consider it if we could come up with a fee schedule that they could charge these other counties. He said if we're linked to a mutual aid agreement well we're the only one that has a dive team so how is the other county going to reciprocate something in a mutual aid method because they don't have a dive team, we do. He said it's a very unique team, but I can tell you this, I'm probably the only one that's gone out

and drug for bodies. He said I've spent many a night and the way they do it now is a whole lot easier now than the way I was doing it which was dragging around a Hopkins Lure, which is what I was doing, and struck every root out there so I really appreciate it. He said so I would really like to see it done and I would be willing to help if I knew they could come up with a fee schedule based on mileage, based on time on scene. He said if they could do that I would be very interested in this.

Chairman Waters said first of all I think there are other dive teams now. He said this is not the only one.

Mr. Hedgepeth said they're not the only one, but they are heavily utilized in the county's surrounding us and more north and east, in resources. He said Beaufort County is not the only one that assists them in small contributions. He said they are very good at trying to go after grants. He said we have worked with them on state emergency grants on other things that help with dive suits, you will remember that came through a couple of years ago. He said but they do not rely on or target just Beaufort County. He said they have asked and received some, I call it minor funding, anything from $2,000 to $5,000. He said I've asked, I'm trying to text them to get an exact number, I don't have that but in talks with them they have had some limited support in some of the other counties in which they do a lot of work. He said they also help with the law enforcement side, evidence recovery. He said of course the cadaver thing, but they help us out with the search and rescue. He said before it is a recovery they help on the search and rescue as well. He said just wanted you to know they do get some funding. He said they're not just targeting Beaufort County; they're looking to anybody to help and they have been able to get some limited funding from others but there's still a great need.

Chairman Waters said Commissioner Rebholz would you agree to lower the number to maybe $10,000. He said I want to do something to show the support for what they do in the County.

Commissioner Rebholz said if we bought them one of the two.

Commissioner Walker said I asked that, and they said that didn't help them.

Commissioner Rebholz said well they need two but if we paid for one of them and they find somebody else to pay for the other one then.

Commissioner Richardson said this is additional money, we're already giving them funding.

Chairman Waters said yeah but this is just one-time for equipment.

Commissioner Richardson said we've also had discussions with them over the years about charging for their services, especially to places that did not make a donation at all and they have refused to do that. He said I don't know why Beaufort County should fund a county like Carteret County, that's rolling in money, some of these other counties that could afford to give a good bit of money for this. He said I don't know why we should put up $25,0000 or even $12,500.

Vice-Chairman Langley said I think he said that they could not charge fees. He said isn't that what he said in the presentation.

Chairman Waters said I'm assuming, let's just say you're somewhere else and you need a dive team, and you call the nearest one, do we reimburse them.

Mr. Hedgepeth said we try to reimburse for fuel. He said there's not a fee schedule in that. He said if a fee schedule were to come into that we'd ask the State to come in and try to help provide a team and that then starts figuring out the fee schedule coming in. He said for clarification, they do not have routine funding. He said they have had some funding in the past at different times from Craven and Bertie County but it's not an annual funding that comes from them. He said but as far as, because they are so dependent upon donations as well, and fund raising, I think to some degree if somewhere down the road you go to charging fees your fundraising stops and

then you have to be totally fee dependent. He said so they started out as a grassroots effort of we want to be a service to our community and that's where they try to stay.

Chairman Waters said do you want to vote on $25,000 or do you want to, change.

Commissioner Rebholz said I'll vote on $12,500.

Straw Vote: Commissioner Rebholz would like the Board to consider a one-time funding of $12,500 to the Sydney Dive Team to purchase a dive suit.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Booth	
Commissioner Deatherage	
Commissioner Rebholz	
Commissioner Walker	

Commissioner Walker said I know what it's like to have equipment and not be able to use it when you can't afford the rest of it.

Chairman Waters said the way it's been explained to me, this is all about safety too. He said hopefully it doesn't endanger the diver that's there.

Commissioner Walker said but they can use the equipment they have; they just have to strap it to their head. He said the helmet is a whole lot easier and safer, so they'll just have to go with that.

Chairman Waters said anyone else on the expansion items.

Commissioner Rebholz said we had talked about the parks and recreation.

Commissioner Richardson said are we changing to another category or is this part of expansion items.

Commissioner Rebholz said this is part of expansion items. He said we currently contribute to seven different recreation departments.

Chairman Waters said there is an item in there as it relates to Chocowinity.

Commissioner Rebholz said let me back up then. He said I'll put this one aside for now.

Chairman Waters said I'm going to throw the one out there from the Economic Development area. He said the recommendation to increase the salary for the specialist and to offset that with dropping the contract with NCEast Alliance.

Commissioner Richardson said now let's see, we just took someone, and we upgraded them into a position, gave them a big raise during the past year. He said now we're going to give that person another big raise the same year and we're going to deny us a service for economic development that we have been getting and that's mostly leads that we get from them. He said I just don't think this is a good idea. He said we raise and raise and we raise again. He said it doesn't make a lot of sense to me.

Commissioner Booth said from what I understand there's just us and one or two other counties that are in this alliance. He said this alliance has fallen by the wayside from what I understand.

Chairman Waters said if I understood it correctly this would bring that employee up to the range that an economic developer at that level would be making and that would mean more to Beaufort County than to continue our alliance with NCEast.

Commissioner Richardson said the problem I have with it is we missed specking the job out the first go around so how did we make that mistake on the first go around. He said I just have a problem when you're jumping people $10,000 and $15,000 a pop twice in a year and we have people who claim they're experts in personnel evaluating these positions. He said it looks to me like a buddy system.

Mr. Martyn Johnson said I will admit I made a mistake when I first put the wages for the position. He said I was going from a secretary to a specialist and until the specialist came on board I didn't realize the true nature of the position and what they would be able to do. He said unfortunately the person who is there now, was there, sorry, has been recruited away from us and also she had some personal reasons for leaving. He said in further study of what she was able to do and the tremendous help she was to me and how she could stand in for me when I was in another meeting or how she could take on a project when we had a number of projects, that was particularly relevant during Covid because we had a lot of small businesses coming forward to need assistance. He said I think that will be moving forward so we've started helping much more smaller businesses. He said so the person who was in the position is no longer with us. He said she's actually earning probably about 10% more than this, maybe a bit more actually. He said this position I will be hiring again for, and I believe the market rate for the economic development specialist is around $50,000 in todays market. He said yes, I admit I made a mistake the first time but this, I think, is going to help move the County forward in terms of economic development. He said I need somebody who does have the skills with a university degree.

Chairman Waters said is this a position, since the person was hired, that individual is not here now. He said is it something we can defer and do as a reclassification in June or July.

Mr. Johnson said I'm hoping to be able to use the salary that won't be used to get somebody temporary in because there's a big workload right now and then work in June and July in terms of recruiting the person and putting the advert out there, so I'll have a salary to go with the job. He said I'm hoping, in particularly, to get somebody maybe from ECU that would be graduating before they leave the area.

Mr. Alligood said just want to be fair to Mr. Johnson and fair to the Board when we talk about this because Commissioner Richardson made a comment that our folks weren't professional in what they did, and I just want to help say something about that. He said the economic development position was specked by Mr. Johnson; he wrote that up as he wanted it. He said it did go to our HR consultant who looked at it and said based on this job description this is what the market will bear, this is the market position. He said we don't talk about individual people in positions, that's not the way you do position management. He said you look at the job and the job function. He said I could be the greatest person in the world but I'm in a specific job description and I do that job. He said I may have the ability to do all grades of other things but that doesn't have anything to do with, the person is not who you look at, you look at the job and that position. He said since that time Mr. Johnson has looked at the position and said the position needs to be these additional things. He said our HR consultant looked at it again and said based on these changes this is now where that position would rank in the market. He said just wanted to be fair to Mr. Johnson and to Commissioner Richardson.

Commissioner Richardson said you're creating a new position is what you're doing.

Mr. Alligood said in essence, yes. He said they're adjusting the job description and adjusting it from what Mr. Johnson initially thought he wanted to a hire position. He said I don't think it is an economic developer position. He said it is an economic development specialist. He said it would not be, it would take on additional functions, but it wouldn't be on the economic development level because that would mean we would have two. He said again, I don't try to get involved in these but I wanted to make sure I was fair to both sides.

Commissioner Walker said who did you have before this person left.

Mr. Johnson said I had basically a secretary and with modern technology I don't need a secretary. He said I need somebody who can do more specialized things and be confident enough to step in when necessary in economic development projects.

Straw Vote: Chairman Waters would like the Board to consider reclassifying the position in the economic development office.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

Vice-Chairman Langley said I don't think we did this but when we did the longevity and the 1% COLA I think we just did it for the regular County employees and not for the enterprise.

Mr. Alligood said yes sir and typically we would just get you to vote that as you get to that point but typically when you do that for the general fund we would assume you meant that for the enterprise fund as well but we would also just have you take a straw vote to make sure that's clear.

Chairman Waters said any other items on the expansion before we leave that.

Commissioner Richardson said I've got a general question about expansion. He said how many trailers and how many additional vehicles are we buying in this budget, above what we have now.

Mr. Alligood said I don't think we're buying anything new; I think we're replacing. He said as far as I know we're only replacing vehicles.

Commissioner Richardson said no additions to the fleet.

Mr. Alligood said not that I'm aware of. He said typically the way we do things is we replace. He said we have vehicle replacement schedules, so we have one that rolls off and we have one that we replace. He said again, the only one I know of, the ambulance, we'll be replacing and Chief Deputy Rose, I don't know from your side if you plan on keeping anything that you wouldn't surplus out. He said so I'm not aware of anything that we're requesting new because then we would've probably said that.

Commissioner Richardson said how about trailers.

Mr. Alligood said I'm not aware of any trailers new that we have. He said the only trailers we currently have are Water Department for moving equipment and I don't think there's any scheduled for replacement or EMS has some, or Emergency Management has some and the Sheriff's Office has some but I'm not aware of any new ones.

Commissioner Richardson said additions to the fleet.

Mr. Alligood said additions to the fleet, I'm not aware of any.

Chairman Waters said if there's no other changes or comments on the expansion then we'll open it up for other areas within the budget recommendation. He said Commissioner Rebholz this is where yours, as it relates to recreation.

Commissioner Rebholz said the county has almost 48,000 residents. He said roughly 15,000 of them live in municipalities so the vast majority of people do not live in municipalities. He said I think that our contribution

to the children and the sports that keeps them out of trouble and keeps them engaged and participating needs to be improved and as a result of that I would recommend we allocate a total of $100,000 to the recreation, to parks and recreations throughout the County and develop an allocation schedule to where that money would go. He said so it really goes up about $44,000 from where it is right now.

Commissioner Booth said how do you suggest the allocations.

Commissioner Rebholz said we looked at two different ways. He said one was the actual population by the current communities. He said that doesn't get you there because it doesn't take into account the people who live outside the communities. He said we looked at it by zip code and Washington's zip code is so huge that it takes up a big chunk of it. He said I'm not quite sure what the ration allocation ought to be but we need to explore that and figure out how to help the youth of the County. He said by the way it's JCPC that funds the 4-H activities.

Chairman Waters said part of it.

Commissioner Deatherage said I appreciate your sentiment. He said I to believe we should do whatever we can afford to, especially in years not like this year, to help children who could be risk prone, especially with society the way it is. He said but think about last year, I don't think there was a whole lot of activities for children and a lot of the money we allocated wasn't even used for recreation. He said sports, you couldn't play sports or you had to wear a mask to play sports.

Commissioner Rebholz said a lot of them did.

Commissioner Deatherage said well a lot of them did. He said it just doesn't make sense. He said I think it's adverse to children's health to wear a mask and play sports, especially outside. He said that was a foolish mandate from the Governor.

Commissioner Rebholz said I would challenge you to show me the numbers.

Commissioner Richardson said there's no participation, what numbers are there to show.

Commissioner Rebholz said there's lots of participation. He said all you had to do was build the fields.

Chairman Waters said they continued to play; they just didn't have a full season last year.

Commissioner Deatherage said this year we'll have a full season, we'll be in parity and then maybe we can do an increase next year.

Commissioner Booth said I don't have a problem with what you're asking but the problem that I have is that it's done fairly. He said you're only asking for a $44,000 increase and if we could figure out a way, or you could look at some way to make it fair, that everybody be treated fairly then I don't have a problem with it.

Commissioner Richardson said I'm going to go along with some of what Commissioner Booth said because if you're going to add more money to this you're going to open up a can of worms on how to divide the money and it's going to get very political and it's going to get to be more and more trouble. He said the only reason that the County gives money now in a recreation program to these communities was started by President Nixon as a grant program that, from the federal government, that counties wound up getting saddled with because the money came through them, and we kept funding and kept increasing the amount of money so I think you're going to cause a lot more controversy than you're going to do good.

Chairman Waters said one of the thoughts that I've had because Commissioner Rebholz and I have talked about it and I haven't had a chance to share this with him but most of the people that are in these leagues already talk to each other. He said my grandson, in the baseball program, they play games in Bath, they play games in Chocowinity, and they play games in Washington, so these communities are already working. He said I wonder

if we couldn't just ask each of the seven municipalities to recommend one person to be on some kind of advisory to say if you had a $100,000 budget, how would you divide it because they go to different places so the facilities and what they do are important. He said just like Pantego and Belhaven, to me that's a match where those two should be working together. He said we shouldn't be sending money to Pantego and money to Belhaven. He said now I don't know about Aurora and Chocowinity, but I think that if we would let the people that have to come up with the money and run the program then they might be able to give us some guidance. He said I think looking at zip codes and population is not going to get us there. He said I think if these people could get together they could decide that, based on the size of that community and their program, round it off and give that a shot.

Commissioner Richardson said I think it's another handout, that's all it is. He said it's not enough money worth the aggravation and trouble you're going to have to go through to figure out how to divide the money and it's going to become very political very quick and the people that ask me questions, I'm going to send them to the people that voted for this. He said so go for it, you're not going to like it when you do it. He said we've been in this before and it doesn't work.

Mr. Alligood said I've been on both sides, I've been on the municipal side where it was a challenge. He said what I would suggest to you is if you want to set a certain pot, the goal is to try and help kids. He said everybody pays something to participate in sports and if your goal is to help children, offset some of that cost then maybe you consider setting a pot of money aside and tell each municipality who have recreation programs that you will offset the cost of each child by $5.00, $10.00 and that they can only be registered in one place so if I'm participating in Washington the City of Washington would send me a list of 50, 60, 100 players and we would say okay we're going to pay you $10.00 and you've got to discount them $10.00 off their recreation fee or something. He said the challenge form the County side becomes how do you equitably provide that to all County residents and what I'd tell you is in a previous county I worked with, the way we did that was we had county recreation facilities, so we put our money into the county recreation facility, and we didn't do programming. He said the municipalities did the programing; we had a park, we made sure it was a nice park and everybody in the County could use that park. He said we don't have that opportunity here. He said you've got to look at something that equally tries to touch all folks who are looking to do it and that may be an opportunity to do it. He said otherwise you've got people competing and saying well I've got, I can tell you how the municipalities are going to do it. He said if I'm sitting in the manager's chair I'm going to say hey, we need to do that by population or we need to do that by the number of kids who participate, you need to give me my percentage based on the number of kids who participate and that shifts the funding percentage. He said if you just say okay, our goal is to help the kids so we're going to discount the kids rate by $10.00. He said I don't know what you charge them but we're going to discount it by $10.00. He said you get us those names and we'll write a check to the municipality for that times ten.

Commissioner Richardson said you'll never get credit for that when you do that. He said you'll never get credit, you will be criticized, if you get criticized for not doing enough.

Commissioner Booth said you stated that your increase was $44,000 so this is just something I want to ask you and we can hash it out. He said the increase you're asking for, how about we just increase every municipality by, we've got seven, and just divide it by that and just let them have it. He said would that work.

Mr. Alligood said I think you the get into, if you just divide it by seven then you have some folks who say I'm a bigger program, that's not fair. He said somebody is always going to say it's not fair.

Commissioner Booth said you're right. He said that's the reason I'm trying to make it fair. He said sad part about it is if Washington is 10,000 people is it fair for them to get $80,000 and divide $20,000 with the rest of them. He said so I don't know. He said I'm trying to make it so everybody can have some help.

Mr. Alligood said population doesn't necessarily equate to children. He said you may have a bunch of older retired folks and they don't have kids so you may have a larger population in one area in that municipality that may not equate to the number of kids so if you can tie it back to the number of kids. He said what's the ultimate goal, the ultimate goal is to try and help kids participate in recreation then target the kids.

Chairman Waters said I don't know if you realize this or not but we have teams in Washington that will go after some kids in Bath because they're good. He said what do you call that. He said we already have recruiting going on across the county. He said Commissioner Rebholz do you want to back up or what do you want to do.

Commissioner Rebholz said the only comment I'd like to make is subsidizing players is not what I was trying to accomplish. He said it's more of an infrastructure that the communities can't afford to put the resources in and since 70% of the population is in the county and not in the city and those people are going to the cities to play in those leagues. He said there's no place else for them to go.

Mr. Alligood said then what I would say to you, and I'm not trying to argue with you either way but just to lay it out for you. He said so if I'm living in the city I'm paying additional taxes for infrastructure. He said I pay more so I have a recreation, I pay more so I have a police department instead of just a sheriff's office that covers the entire county, I pay a little more for whatever services. He said that's why people live in municipalities most of the time, they want a little higher level of service. He said so if I live in the city then I'm paying for that. He said if I live in the county I'm not paying for that so you charge a differential rate to the folks who live out in the county if they come and participate in the municipality and you say okay, we're charging $20.00 a head to come play baseball, if you live in the County you don't live in the City then you pay $40.00 because you need to offset that cost because you're not paying taxes in my municipality. He said most folks get that, most folks understand that but, you know, but I'll also tell you is I was at the City of Washington when we pitched that same proposal and people said it won't work, people will lie to us, and I said people will always lie to you about where you live. He said that is another way to handle it, we just don't have the infrastructure at the County level to say we're going to put money into our own infrastructure to make it equal for everybody.

Commissioner Rebholz said I guess there isn't the support unless we have the formula, is that right.

Commissioner Booth said I'm good with doing something, I mean, we need to do something and like Chairman Waters said, we've got kids that play in Washington, Bath, Belhaven.

Chairman Waters said it's like travelling teams within the County.

Commissioner Walker said Commissioner Rebholz have you been asked for specific needs by anyone.

Commissioner Rebholz said yes, by Chocowinity.

Commissioner Walker said I noticed that they had this $36,871. He said that was never pitched to us.

Commissioner Rebholz said they didn't even show up the other night.

Commissioner Walker said right, so I don't even know what that is.

Commissioner Richardson said I'm going to make my famous statement. He said I don't know what the County is sitting here worrying about $5.00, this small amount of money for recreation. He said you need to be talking about how to control the drugs and what we can do with some really serious problems because let people take care of their own children and let the municipalities take care of their business and lets worry about serious stuff.

Chairman Waters said the question on the table really is are we going to adjust the numbers that are already in the budget. He said I'm just asking Commissioner Rebholz. He said you could make a motion too.

Commissioner Richardson said I make a motion that we leave this item and go on to something more important.

Chairman Waters said leaving the numbers in the budget as is.

Commissioner Richardson said yes.

Chairman Waters said well, it doesn't have to be a motion, this is a straw vote right.

Straw Vote: Commissioner Richardson asked the Board to consider leaving the numbers for recreation in the budget as is.

Yes Vote	No Vote
Chairman Waters	Vice-Chairman Langley
Commissioner Deatherage	Commissioner Booth
Commissioner Richardson	Commissioner Rebholz
Commissioner Walker	

Commissioner Richardson said I have something that's going to be really controversial here. He said Chief Deputy Rose, sit up straight now. He said the Sheriff has let 13 deputies go, created 13 cars, he's got a roster of odometer readings that is about 50,000 readings, that's a pretty new fleet. He said we've got four Sheriff cars ordered. He said with downsizing, even adding the five people, that's eight less cars that we need and we're buying four new cars. He said I move that we cancel the order for the four new cars and that we consider next year what the Sheriff needs because he's already over supplied with transportation now.

Chairman Waters said do you remember what the dollar amount is for the four cars.

Commissioner Rebholz said I think at the meeting, they're already built and on the way.

Commissioner Richardson said no, they're on order. He said they can be cancelled, there's always a cancellation clause. Why do we want to pay $100,000 for something that we can avoid that expense on when we've already got a yard full of cars.

Vice-Chairman Langley said wasn't that in last years budget.

Mr. Alligood said Mr. Chairman, I hate to say it to you and I don't mean to disappoint Commissioner Richardson but we've obligated, the County has already signed the purchase orders for those. He said we're obligated to pay that money, we have to receive those cars. He said well, you have to pay the money, you don't have to receive them.

Commissioner Richardson said there's plenty of things that can be done with the cars. He said there may be somebody else who wants those cars. He said there's all kinds of ways to avoid this expense if we have the desire to avoid the expense but if you want to keep a fleet of cars sitting out there and let the public see what's going on and how and how unwisely their money is being spent then let the four cars come on in here.

Chairman Waters said any more discussion, what is it four.

Mr. Alligood said there are currently four vehicles that I think we're supposed to take delivery of them in a couple of days but they're four vehicles that have already been processed and are on their way and I think within a week they'll be here, I think.

Commissioner Richardson said let me do some more talking on this. He said what I'm interested in is the County not baring the expense of what's probably going to be $100,000 for four new cars when we already know we've got at least eight surplus sitting out there now so I know we're going to hear the stories that they need spares, and all this but I can count in that parking lot, you don't have to be smart to go back and look at the parking lot to know what's going on. He said what my motion is, just to be clear, is that we find a way to avoid this expense and that can be done a lot of ways. He said the cars can be taken by somebody else, we might have a use for them ourselves, there's all kinds of ways to avoid expense and we need to do that. He said it's managing the public's money well.

Commissioner Deatherage said in other words just reallocate the resource wherever you can.

Commissioner Richardson said yeah, and one of the things we might want to do, how many cars are in the Sheriff's budget for next year.

Chief Deputy Rose said $200,000.

Commissioner Richardson said four cars. He said then what we can do is take that out of the Sheriff's budget for next year because the cars are going to be delivered so shortly they're going to fall into next year before they can be outfitted and put into service anyway. He said that will be his four cars for next year.

Chief Deputy Rose said I agree with what Commissioner Richardson is saying, that we are in a different years with vehicles right now. He said we did hold on to every vehicle that we had because we didn't know how many positions we were going to have come July, so we are in a position where we have more vehicles than we normally are this year. He said we are in an interesting position because the vehicles we would normally get by October and outfitted and on the road by November, in the same budget year, are not here. He said so I give credit for all of that and I can say as a business it probably, if I was on the other side of the business deal, as far as the vehicles go, it seems shady to go and get quotes, purchase orders, cars built, delivery dates all that stuff but I think the opportunity is moving into next years budget. He said what I would ask is we could survive; we could do fine if we did not receive a vehicle in next years budget. He said instead of it just being a flat cut maybe have a thought about the radios that we spoke about that are very expensive, that we know there is an end date in a couple of years that we're going to try and piecemeal and try to reallocate some of that money that you would've spent on vehicles instead of it being a drop dead cut. He said then we can make those purchases and get closer to that 50 or 60 radios instead of not getting vehicles we need and not getting radios we need. He said so that's about as humble as a request I can make for discussion of the Board.

Chairman Waters said so you're saying in the capital budget instead of doing four cars you would use the same amount of money or less to go ahead and update radios that we've got to do at some point in time in the future.

Chief Deputy Rose said if I had an alternative, and just based on the fact I just heard the discussion two minutes ago, that without a doubt would be the best alternative that we have. He said I will give it to you that right now, if we go back six years ago the plan on the vehicles shows it's working. He said the plan we had six years ago had three quarters of our vehicles had over 150,000 miles. He said we worked with the County, we worked with finance to come up with a replacement plan so we could make it where we've got an ebb and flow of vehicles coming in and coming out without us having to spend tons of money on maintenance and having unsafe vehicles that our law enforcement are driving and driving hard to get to the calls that we need to. He said so the plan is working. He said we are in a different year, and we can do something different so that would just be my shooting from the hip request and recommendation.

Commissioner Walker said are these radios mobile or hand-held.

Chief Deputy Rose said these are the hand-helds. He said just to go back and give a brief history of that, when we went to VIPER radios there was a grant, and I can't remember who we got it from and that's probably the only reason that we got those radios. He said that was all hand-helds and then over the next couple of years we equipped piecemeal to get all of our mobiles to be done and then that was also, the big part of that money was through the County fire radio system upgrade that was done to finish that job off. He said but now every hand-held that we have, every walkie that we have, so the deputy that is away from the vehicle dealing with whatever they're dealing with, that's what we're trying to replace for radios that are going on, I guess 12 years now.

Commissioner Richardson said as I understand it there's a drop-dead date on these Vipers where we have to change over, the Viper design is going to change.

Chief Deputy Rose said from the information that we have it's at the end of 2024-2025.

Commissioner Richardson said so we're going to have to change anyway.

Chief Deputy Rose said yeah, and like I said, the information that I get, it's not that the radios are going to perform less. He said when they flip the switch they're done so we are kind of behind the eight ball on that but we have time to fix it.

Commissioner Richardson said Mr. Chairman I'm willing to withdraw my original motion and make the motion that we remove the new car purchases from the Sheriff's budget and replace it with Viper radio replacements so we're not cutting his budget but we are getting something that we need.

Commissioner Deatherage said the cars are going to come in anyway.

Commissioner Richardson said the four cars are going to come in anyway.

Commissioner Deatherage said they'd just come in next year.

Commissioner Walker said I'll second if you need it.

Chairman Waters said you don't need a second. He said Ms. Radcliffe, you can handle that in the budget ordinance right.

Ms. Radcliffe said yes.

Commissioner Richardson said we need to vote though.

Commissioner Rebholz said question, in the proposal you gave us you had $60,000 for the radios.

Chief Deputy Rose said yeah but that was in the Manager's budget that was torn to shreds.

Commissioner Rebholz said I understand but is that the total amount, is that 25% of the total.

Chief Deputy Rose said that was us trying to, we have about ten. He said I want to say we have ten is the number that we have. He said we needed to know the actual number of sworn deputies that we were working with so now we're closer on that but it's still not a done deal until it's a done deal. He said we were working on getting a quarter of the way until that drop-dead date but this could put us to the point where we can make that where it's not really a concern and we can work on other concerns.

Commissioner Booth said I promise you years ago I wouldn't tinker with your budget but something just doesn't smell right with this changing radios. He said I understand why you're doing it but I just can't support that. He said I support you getting your cars and staying with your rotation and we work hard to get you there and I understand you have a lot in the backyard and I understand why they're there also but I just can't support that. He said when 2025 comes I'll support you getting radios but this hail Mary in the middle of a budget, I just can't do it.

Commissioner Richardson said we're not in the middle of the budget, we're cooking the budget right now.

Chief Deputy Rose said I'm not happy about it. He said I'm just trying to outthink the situation that we've got.

Commissioner Deatherage said Mr. Chairman we've got an agreement here. He said this is rare. He said we've got an agreement on the cars, we've got an agreement on the radios.

Commissioner Booth said I understand but I think back to last year, we had an agreement on those five cars, those five cars last year and those five deputies and you see where it got us. He said newspaper article after newspaper article. He said do you hear me.

Straw Vote: Commissioner Richardson would like the Board to consider buying Viper radios with the funding that was intended for vehicles at the Sheriff's Office.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Booth
Vice-Chairman Langley	
Commissioner Deatherage	
Commissioner Rebholz	
Commissioner Richardson	
Commissioner Walker	

Commissioner Richardson said I've got another item. He said how much money is in this budget for the County park.

Mr. Alligood said which park, Wright's Creek.

Commissioner Richardson said the only one I know of unless someone knows of another one.

Mr. Alligood said I think that's in this year's budget. He said because that's a project fund.

Ms. Radcliffe said we did away with it.

Mr. Alligood said no, we did give a grant back, but we applied and we got funded and the Board committed to put the money in if it was funded.

Commissioner Richardson said so we've been funded with a grant.

Mr. Alligood said no, wait a minute, maybe we haven't gotten it yet. He said but where we stand with that is we gave it back because we couldn't complete what we needed to do. He said we came back to the Board and said we wanted to re-apply for the PARTF Grant because they said they wouldn't hold it against us. He said did that, the COG applied for us and at the time we did that we asked if we asked if you got it would you commit to it and you all said yes and now we're waiting for approval. He said that's RCCP Grant is the one that we did receive. He said we're still waiting to hear on the other.

Commissioner Richardson said with any luck at all we'll be denied.

Chairman Waters said is everyone ready to move into, you want to take Water first or Solid Waste or are you going to give us a figure. He said I'll tell you what, let's take about a ten minute break. He said Ms. Radcliffe, do you and Mr. Alligood have a number. He said can you put it on the screen.

Ms. Radcliffe said do you need me to run through it or does it make sense.

Chairman Waters said I think the totals. He said I think we've had pretty much discussion on each one of them.

Ms. Radcliffe said the change right now is the highlighted number. She said you've added $924,823.

Mr. Alligood said all of that is recurring except for $12,500 because that was a one-time.

Ms. Radcliffe said it includes longevity and the 1% COLA up here.

Mr. Alligood said we put the plug number of $302,690 because we don't have a good, solid, we know it won't be any more than that, we don't think. He said we need to run those numbers.

Chairman Waters said okay, inside the recommended budget, included two capital items. He said one for the Community College of $500,000 and then, $450,000 and then $500,000 for the storage building for the County.

Commissioner Richardson said $450,000 was for that building in Aurora.

Chairman Waters said no, that's for the boat building at the college. He said that's where the North Carolina Bond money, I'm trying to think of the exact name, they had money left over and I think it's in the neighborhood of $600,000. He said it's left over from the driving pad and the other building out there.

Commissioner Richardson said as a matter of policy Commissioners need to be thinking about this. He said the Community College, for a County this size, has an awful lot of square footage in buildings that is not being used efficiently. He said think about this, when I was in college they used a classroom like, the classrooms, when I was there were used like five or six times, five or six different classes a day. He said take the square footage or seats that Beaufort County Community College has got and run five classes through them, every day, all those rooms, and you will see that you can handle not only Beaufort County but Pitt County too. He said we need to be very careful about increasing square footage out there because all of the square footage that we vote to increase, the tax payers have to pay the maintenance on it, the heating and all that sort of stuff so as a matter of policy, I don't intend to vote for any more square footage at the community college because they're not using what they have effectively.

Mr. Alligood said Mr. Chairman, they requested $450,000 to match the North Carolina Connect Bond funds to construct a new facility for a boat building program.

Commissioner Richardson said I vote that we take the boat building program out of the community college, out of this budget and if you have the boat building program they can find the funding somewhere else if they want to have a match.

Commissioner Walker said that's going to be difficult because isn't it intertwined with what's going to be built at the high school too.

Commissioner Richardson said I don't know.

Commissioner Walker said there's a boat building thing at the high school too, which I always thought they could be combined. He said I know the high school kids can't do fiber glass but they could just stand over there and do that and not mess with the fiber glass. He said I know that there's money coming from different sources and it probably wouldn't work out to do that. He said it just seems like a smart thing to do one building to do one thing.

Commissioner Richardson said I think we're increasing our expenses for no good reason at all. He said if you've got nine boat builders in Beaufort County then you must have nine training programs for how to build a boat. He said why do we need another one. He said I just don't see it myself. He said maybe I'm just a little bit old fashioned.

Commissioner Walker said you do have a flip phone.

Chairman Waters said it is part of a program that the president of the college and the superintendent has been working on trying to have a feeder program out there. He said it is one of the biggest industries in the county right now and has a lot more potential and when you see what they're needs are it's getting to be more and more specialized. He said it's not only about wood, its about fiberglass and electronics and the whole nine yards. He

said my recommendation was going to be that we pull that out of the fund balance, so I'll be opposing taking it out of the budget period. He said let's take a vote.

Straw Vote: Commissioner Richardson request the Board to consider not funding the $450,000 to construct a building for the boat building program.

Yes Vote	No Vote
Commissioner Deatherage	Chairman Waters
Commissioner Richardson	Vice-Chairman Langley
	Commissioner Booth
	Commissioner Rebholz
	Commissioner Walker

Chairman Waters said on both of those buildings, because of the fact that it's capital expenditure, can we take that out of the fund balance. He said I guess, would we be pulling it out of this budget, this recommended budget.

Mr. Alligood said you have, in the past, looked at your expenditures and said we're stronger than we anticipated, which you are a little bit, you're over 35%, and said since this is a one-time expenditure you would pull it out of fund balance in order to decrease, or show that you are not funding other stuff. He said we're, from a staff level we're okay. He said we just don't want you spending one-time money on recurring expenses and these are not recurring expenses.

Chairman Waters said when you look at, as we move forward with the expansion items that we're talking about we have to take something out of fund balance or we'd have to increase taxes and from everything I've seen there's no reason to go that route so it makes sense to use the fund balance because of capital.

Commissioner Deatherage said since we're speaking of fund balance, and I agree, sometimes you have to use the fund balance but you don't want to have a recurring item, I will offer, I will proffer to the Board that we take three pennies out of the fund balance this year and give it back to the tax payers of Beaufort County. He said it's been a tough year, not everybody has made a lot of money. He said not a lot of people got money from the government this year so if you want to help somebody lets help the tax payer. He said three pennies, I make a motion.

Commissioner Richardson said the Chairman doesn't have a motion on the floor.

Chairman Waters said I made the recommendation on how we fund the two buildings, that it come out of the fund balance.

Commissioner Walker said can that still be done and what Commissioner Deatherage is talking about.

Commissioner Deatherage said sure, there's a lot of money in the fund balance.

Commissioner Richardson said $35 million is a lot of money.

Commissioner Deatherage said 37%. He said it's $23 million.

Commissioner Walker said this could be Beaufort County's version of helping with Covid for everybody.

Commissioner Deatherage said yeah, and the money would go back into the economy, and it would be spent and everybody would benefit.

Commissioner Richardson said so we're going to take up Chairman Waters motion and then we're going to take up Commissioner Deatherage's motion, right.

Chairman Waters said yes, you've got the recommendation.

Commissioner Richardson said okay.

Straw Vote: Chairman Waters is asking the Board to consider $950,000 be taken out of the fund balance to fund building two buildings, one for the Community College and one for County storage.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Rebholz
Commissioner Booth	Commissioner Richardson
Commissioner Walker	

Commissioner Rebholz said the comment was I was going to recommend we pull the $500,000 out to begin with for the County building because I think you've told us now it's up to $1.2 million.

Mr. Alligood said that's what the estimate Mark Hill gave us. He said I'm not saying that changes my recommendation that we need it but there may be an opportunity to use or match it with APRA funds.

Commissioner Rebholz said or do the whole thing with that.

Mr. Alligood said or do the whole thing. He said if you can we could say later on down the line to do the whole thing and you wouldn't have to spend it in the budget but once it's out it's out.

Commissioner Booth said is that, the estimate you got, is that $1.2 million. He said what was that bill.

Mr. Alligood said that was a 16,000 square foot, concrete slab, metal building to provide storage for County operations.

Commissioner Booth said did anybody else bid on it.

Commissioner Richardson said that was a budget number.

Mr. Alligood said it was actually a budget number. He said they have folks who will estimate things and give you a round budget number. He said I had a conversation with Jim the other day and he said they have a vertical asset group that does vertical assets and he said he would help me so I said okay, I need a budget number and they said roughly, right now it's about $1.2 million to do that. He said I'm just looking for a budget number.

Commissioner Richardson said most the time you make your budget number higher than it's going to be because you add things.

Commissioner Walker said is the location for that building been determined.

Mr. Alligood said what we're looking at is the location out by the City of Washington's water treatment plant where we own property by our treatment plant out there. He said that was the recommendation, it's already County owned property.

Commissioner Richardson said why wouldn't you build a building like that, for instance, over next to the Health Department.

Mr. Alligood said we could. He said if you all want to put it out there we could put it there too.

Commissioner Richardson said one of the things that I have about a building like this, and we're talking about putting security for the Sheriff in there, if you get this thing to isolated somebody is going to break into it when nobody is watching, even though you may have cameras on it and everything else. He said if you put it over there then it's where ethe public can see it. He said plus, the topography is such that you can have a truck unloading ramp whereas the property that we have down there we couldn't.

Mr. Alligood said actually that was part of the estimate. He said a truck well down on one end and a grade level entry on the other one. He said that's probably why it's $1.2 million.

Chairman Waters said Commissioner Rebholz is recommending pulling the $500,000 for the storage building from the budget.

Straw Vote: Commissioner Rebholz is asking the Board to consider taking the $500,000 for the County storage building out of the budget. The vote was unanimous.

Commissioner Rebholz said so I think now you're down to just one building.

Chairman Waters said yes, which would correct the other motion since we pulled it out.

Commissioner Richardson said Commissioner Deatherage, now we're going to do yours. He said if I understand what he's doing there's $35 million in that fund, less maybe the $1million we just messed with, there's $34 million and he's talking about taking $0.03 out of it and what are we doing, about $700,000 per penny now.

Ms. Radcliffe said $687,000.

Commissioner Richardson said well, we'll round it to $700,000. He said that's $2.1 million which would put that fund down to $32 million, which is still very adequate. He said I agree with Commissioner Deatherage. He said if we're doing something for everybody we're sitting in here trying to help everybody with things we've got no business helping them with. He said why don't we help the tax payer by giving him this 5% decrease which is really what about $0.03 comes to. He said so let's reduce taxes 5% this year, why not.

Straw Vote: Commissioner Deatherage is asking the Board to consider reducing the County tax rate by $0.03.

Yes Vote	**No Vote**
Commissioner Deatherage	Chairman Waters
Commissioner Richardson	Vice-Chairman Langley
Commissioner Walker	Commissioner Booth
	Commissioner Rebholz

Commissioner Rebholz said in terms of the budget itself, I would recommend that we reduce the contingency level back to what it was last year. He said we haven't spent any of it through April. He said which would take it from $455,000 to $213,000.

Vice-Chairman Langley said there was no action for that was there. He said you didn't have anything for contingency did you.

Mr. Alligood said I'm not sure. He said we didn't spend any contingency but I mean, it's contingency. He said we don't spend it on anything unless we bring it back to you to spend it.

Commissioner Richardson said what's the amount that's in the budget right now for contingency.

Ms. Radcliffe said $422,000 and change.

Commissioner Richardson said I can support Commissioner Rebholz motion to cut it back. He said what do you want to cut it back to.

Commissioner Rebholz said $213,000.

Commissioner Richardson said I don't have a bit of problem with that.

Straw Vote: Commissioner Rebholz is asking the Board to Consider Lowering the contingency fund from $455,000 to $213,000.

Yes Vote	No Vote
Commissioner Deatherage	Chairman Waters
Commissioner Rebholz	Vice-Chairman Langley
Commissioner Richardson	Commissioner Booth
Commissioner Walker	

Chairman Waters said Water is first in the book. He said that's on page 153 and I guess we need to take the vote on the longevity and the 1%. He said is that the only two items.

Vice-Chairman Langley said any expansion items as well.

Chairman Waters said so we'll do the 1% COLA first.

Straw Vote: 1% COLA for the Water Department Employees.

Yes Vote	No Vote
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Deatherage	
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Straw Vote: Approval of longevity plan for the Water Department.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Chairman Waters said what other items did we have related to those two.

Mr. Alligood said I think the other item was related to a work order system.

Chairman Waters said the capital expenditure of $20,000. He said was it $20,000.

Commissioner Deatherage said $25,000.

Commissioner Rebholz said that's contained within their budget right now, right. He said this is a capital expenditure, it's an expansion. He said is it going to be paid for within their fund balance.

Mr. Alligood said yes. He said you would pull it out of the Water Fund Balance.

Chairman Waters said it's under expansion though.

Mr. Alligood said it is an expansion request from the Water Fund, it is.

Straw Vote: Appropriating $25,000 to purchase the work order system from the Water Enterprise Fund.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Chairman Waters said do we have to approve the rate increase. He said is that part of our, that's part of the budget ordinance. He said is there anything else under water. He said all right, lets move over to Solid Waste and we'll do the same thing there on the 1% COLA.

Commissioner Richardson said how many employees do we have in Solid Waste.

Chairman Waters said I think it's, is it one.

Ms. Radcliffe said Mr. Chairman we're doing a percentage of at least two, maybe three employees. She said two, it's two employees who have a portion of their time spent on the Solid Waste Fund.

Straw Vote: 1% COLA for the Solid Waste Department Employees.

Yes Vote	No Vote
Chairman Waters	Commissioner Richardson
Vice-Chairman Langley	
Commissioner Deatherage	
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Straw Vote: Approval of longevity plan for the Solid Waste Department.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Chairman Waters said under the expansion, I guess we've got to flip back.

Mr. Alligood said page 413. He said 413 is the list and you're on page 419 for the requests.

Chairman Waters said under the expansion, we've had a lot of discussion about the selection and planning for the two mega-sites, future mega-sites so I'm going to make the recommendation that we do that as part of the expansion under solid waste.

Commissioner Richardson said is that the $167,000.

Chairman Waters said no, that's the $50,000 where it says consulting, engineering.

Commissioner Richardson said what page are you on.

Chairman Waters said 413.

Mr. Alligood said the justification page is on 422.

Straw Vote: Chairman Waters is asking the Board to consider using $50,000 from the Solid Waste fund to engage a specialized solid waste engineering firm to provide resources for planning and design of solid waste two mega sites. The vote was unanimous.

Chairman Waters said I was not here when we had the discussion on Phase I, Phase II and Phase III. He said did that take place the other night Vice-Chairman Langley.

Vice-Chairman Langley said it did.

Chairman Waters said I would like to see us do something, as it relates to repairs.

Vice-Chairman Langley said I think that would come under Phase I, is that correct.

Commissioner Rebholz said Phase I was for safety repairs.

Chairman Waters said that's all safety on Phase I, okay. He said does anyone want to make a recommendation.

Commissioner Rebholz said I would support the Phase I site repairs, given the fact that we don't know which sites we're not going to close or are going to close and it's going to be several years out before the mega-sites are up and running and we've already said we're not going to close any sites before the mega-sites are up and running.

Commissioner Walker said isn't Phase II the County owned sites. He said they were talking about fixing potholes and I get calls all the time.

Chairman Waters said Phase I, I'm assuming that the site, like at Yatesville and I'm not sure what other sites, that's a safety issue there with that temporary structure. He said is there other, I'm assuming it includes other sites.

Ms. Smith said yes sir. She said Phase I included retaining wall repairs, let me get to my descriptions. She said it would include retaining wall repairs, unsafe structures, installation of barriers, railing and bollards, re-grading, new stone, gate and fencing repairs. She said so the potholes at the County owned sites, it would again just include re-grading and additional stone. She said it would not include any additional asphalt at any of the County owned sites. She said the installation of asphalt at the County owned sites was Phase II work.

Straw Vote: Commissioner Rebholz would like the Board to consider including $167,676 for Phase I improvements to the Solid Waste Sites. The vote was unanimous.

Chairman Waters said does anyone want to go beyond Phase I.

Mr. Alligood said I don't think you want to. He said you're currently, we were at, you had $355,000 in fund balance, you knocked off $50,000, that took you to $300,000 and $167,00 you're $140,000 left in fund balance.

Chairman Waters said anything else in the, oh, we've got to vote on the increase of $5.00.

Mr. Alligood said we've already put that in, that's part of your overall budget. He said unless you want to do something different it's already in there.

Chairman Waters said Mr. Alligood, do you or Ms. Radcliffe have anything else.

Mr. Alligood said I think we're good.

Commissioner Richardson said I asked for the chart of accounts to be presented tonight. He said I don't know where it is, I haven't seen it.

Ms. Radcliffe said I emailed that and asked if anyone wanted a hard copy to let me know and I would provide that.

Commissioner Richardson said well I asked for it tonight to be presented at this meeting so we could use it.

Ms. Radcliffe said we can bring it up on the screen.

Commissioner Richardson said it was a very specific request.

Ms. Radcliffe said I have it for you, it's electronic, if you want me to put it up on the screen.

Commissioner Richardson said let me, I don't sit there and stare at my computer screen. He said I'm busy working, making a living. He said sometimes I go two or three days and don't look at it so don't rely on that as a notice to me. He said I asked for the chart of accounts for this reason, and I ask the Manager to correct me if I present this erroneously. He said right now, department heads staff can transfer funds from one account to another in the top two accounts in the lines in the chart of accounts. He said I want to go down to about line 6 in the chart of accounts. He said what this will allow us to do is if you go down to line six, when funds are transferred in any of the accounts above line six Commissioners will be notified. He said we'd have to approve it and we can ask questions as to why we're transferring these funds. He said some examples are if someone is spending a lot of money in one account and running out of money and spending a lot less in another account I think Commissioners need to know what's going on. He said why are we spending more money in this account and why are we not spending in the other account. He said our budget, and everyone gets mad when I say this, is a fat, sloppy budget. He said Commissioners need more control, need to know more and have more control over what's going on in the County. He said the Sheriff is a great example of somebody who ships these accounts around and does whatever he wants to do. He said we, as the, we are the people who look after the publics money and we have a responsibility to see to it that it's spent efficiently and we know what's going on so I move that we go down to line six in the chart of accounts and that becomes the cut-off and it will go in the budget ordinance, for the transfer of funds between accounts and I think we'll be a lot more knowledgeable of what's going on if we do that in County Government.

Straw Vote: Commissioner Richardson is asking the Board to consider approving having staff submit to the Board any transfers down to the sixth accounting line.

Commissioner Rebholz said the chart of accounts is 120 some pages long. He said I'm not really sure what you're referring to when you talk about that.

Commissioner Richardson said I'm no expert on how this is done. He said I have done cost accounting and have had to maintain and have run things based on costs where accounts are coded. He said my understanding is there's, what, nine major divisions.

Ms. Radcliffe said I'm not sure what you mean by divisions. She said the Sheriff has three divisions, is that you mean. She said there's probably 20 something divisions.

Commissioner Richardson said I'm not talking about organization chart divisions. He said I'm talking about within the chart of accounts there's a string of numbers.

Ms. Radcliffe said okay, we can talk about, for example, if you go to the governing bodies detail ledger on page 30, there's about 20. She said within the Sheriff's Office there's probably 60 or 70. She said governing bodies would be the smallest we have on page 30.

Commissioner Richardson said how do we define right now when the Commissioners approve the transfer of funds between accounts.

Ms. Radcliffe said currently, and this is adopted within the budget ordinance every year as a section of the budget ordinance, currently, in the current year and what we would propose for next year is that if it's within a department, so if we're looking at page 30, if we're within the governing board then we would be able to move money within line items. She said the department head can recommend that to the finance officer, to myself and then I would review that and either approve it or go back to them and tell them I'm not going to approve that. She said so that's a line-item transfer within the department itself. She said it doesn't increase the departmental budget, it just moves it between the line items. She said if we're moving money between departments, that requires not only my signature but the Manager's signature and then it gets reported to the Board. She said if it increases the overall budget at all that has to come before the Board. She said so you've really got three types of transfers.

Commissioner Richardson said what we need to do is defer this discussion to Monday night, let me look at what you have sent me and then I'll come up with a specific definition as to how to make the control on this.

Chairman Waters said see if you can help me. He said I'm on page 48, look on page 48. He said I want to make sure I understand what you're saying at this point and time, that anything below hospitalization employee, you want them to come to us if they're moving anything between life insurance and utilities for the old jail.

Commissioner Richardson said no it's based on costing codes, it's not based on the lines in here. He said I need to see the costing codes so I know how the system works and then how far down to go on the code. He said it's based on numbers.

Commissioner Rebholz said the codes relate to each of these.

Commissioner Richardson said that's right, they do.

Commissioner Rebholz said so these are just the descriptions without the codes so what you're going to be doing is talking about these things on page 48. He said there's a code next to each one of these.

Chairman Waters said somewhere there's a code, they're just not in this book.

Commissioner Richardson said let me go back and refine, since I don't have the information here with me tonight I want to define this and we'll bring it up Monday night before we pass the budget.

Chairman Waters said all right, we'll allow you to do that. He said did we have any others.

Mr. Alligood said just so I don't do a whole lot of work, too much, I just want to make the Board clear on what the legal budgetary control is by the statute. He said so this is from the folks who right the law, interpret the law and help us understand when we ask questions. He said state law limits the governing boards legal budgetary control to the department level, functioning level or project level and that's G.S. 159-13. He said it says the statute does not define function code but it's commonly understood to mean one of two things, either major categories of expenditures within a department such as salary, benefits, capital, operations or major categories of expenditures that cut across departments. He said most local governments use the first category as a way to control expenditures on a more grand level than on a department level. He said the statute does not allow a governing board to legally mandate expenditures within a department at the line-item level. He said it is true that many boards require departments to prepare a line item budget to get aggregate budget numbers but line item budgets are often referred to as working budgets but the are not the legal budget ordinance adopted by the Board. He said for departments that the board exercises more control over, the Board can set the expectations that departments follow the working budget. He said the recourse of not doing so is disciplinary action by the board however the Commissioners do not have that ability over the Sheriff or Register of Deeds employees. He said so essentially what they're saying is we show you all the actual line item budget so it's each line item and you can hold us to that and say we want to see that and we want to see that every month and we would provide that to you but at the ordinance level, the lowest level you can go is either the department level or functional level or project level, which you already do project level. He said when we have a project account that's at that level so it's either at the department level where you would say don't go above this level or the functional level, which the functional level is a little lower so if you look at the way we roll it up, it would be personnel, benefits, capital, the way you operate the Sheriff's Office. He said you could request that be budgeted that way for the entire County that way but you can't go any lower than that. He said the budget ordinance doesn't allow you to do that. He said you can hold us to it but it doesn't allow you to go to a level that, the statute says you can't go lower than the ordinance level. He said the problem is if you were to go in more detail than that on ordinance level it would throw us out of compliance almost on a daily basis at times and would subject us to audit findings because if something moved and you all didn't approve it, it would be an audit finding immediately.

Commissioner Richardson said okay, I know you've sent me that before but would you send it to me again.

Mr. Alligood said yes.

Motion: Vice-Chairman Langley motioned to adjourn. Commissioner Booth seconded. The vote was unanimous.

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

The Beaufort County Board of Commissioner met in for a Special Called Meeting on Thursday, June 10, 2021, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Chairman Frankie Waters
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Staff Present
Brian Alligood, County Manager
Kathleen Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

Conflict of Interest Disclosure Statement

Chairman Waters called the meeting to order and said the first up is the conflict of interest. He said is there a Commissioner that would like to disclose a special conflict.

Commissioner Deatherage said Mr. Chairman, this budget I am being told has monies allocated for the website, which I have bid on as a Beaufort County vendor and have had the website for the last five or six years, with excellent service. He said I felt it only right for me to bid on that website and keep jobs in Beaufort County, but I would like to note the pleasure of the Board, should I have the right to vote on the budget even though this inconsequential amount of money is in the budget.

Motion: Chairman Waters motioned to allow Commissioner Deatherage to vote on the budget ordinance. Commissioner Richardson seconded. The vote was unanimous (6 to 0, with Commissioner Deatherage abstaining from the vote).

Commissioner Richardson said you haven't been awarded the contract yet.

Commissioner Deatherage said no, I haven't been awarded the contract.

Chairman Waters said we're down to the approval of the agenda, can I have a motion to approve.

Motion: Commissioner Booth motioned to approve. Commissioner Richardson seconded. The vote was unanimous.

Chairman Waters said we're down to items for discussion, Mr. Alligood would you like to lead that off.

Mr. Alligood said you have two documents in front of you. He said these documents were re-worked from the original ones we had. He said these documents reflect the changes the Board made after the public hearing on June 7th. He said you have the Chief Real Estate Property Appraiser, the Tax Assessor Specialist, Cooperative Extension cost-share position with Martyn County, Soil and Water salary adjustment and then the reduced, revenue reduced the tax by one cent per $100 valuation. He said that also adjusted the fund balance from sending money back to fund balance, this would actually appropriate fund balance to balance the budget. He said these

are the changes you made as of the end of the last meeting and we wanted you to have those in front of you, the ordinance and the Manager's Message.

Chairman Waters said you see the changes that we've made. He said we've made a total of 21, based on my math, after the public hearing we had on Monday night. He said you've got the budget ordinance in front of you, I'll entertain a motion to approve the changes and the current budget ordinance.

Motion: Commissioner Rebholz motioned to approve the budget ordinance as presented this evening. Chairman Waters seconded.

Commissioner Richardson said we need to discuss this, there's things to talk about here. He said I'm not going to vote for this budget, and I know that's no big surprise and the reason is we've increased the number of County employees without any justification to increase those numbers. He said just on a whim from a lot of people, and I can't vote for it. He said we are taking money from the fund balance to balance this budget; I don't approve of that. He said that's increased spending any way you look at it. He said we did not give an acceptable tax decrease. He said when you have about $34 million, we only need about $15 million to roll us, cash flow us from July until October. He said that gives us a surplus of $19 million and we can only give a paltry $700,000 back to the taxpayers. He said this is the public's money, the public deserves to have this money, not for it to sit in an account that the County has that's going to earn 1/8 of 1% interest. He said if you were earning 8% interest or even 6% interest it might be worthwhile. He said this is their money and it should be returned with a bigger tax reduction to the taxpayers. He said we've failed to provide what I consider to be acceptable oversight in the various accounts. He said this is an open budget that once we pass it, with these major categories on page one it can be flipped around a whole lot of different ways and I think we need tighter budgetary control to keep the managers that are spending this money, in order to let them know they're expected to manage this. He said with the present system there's very little management involved in this money once we vote for this budget. He said with that being said, I can vote for the budget if you're willing to give a 3-cent tax reduction, otherwise I'm voting against it.

Commissioner Deatherage said I'm not going to get long-winded like Commissioner Richardson, but I too agree that the taxpayers of Beaufort County bear the burden of Beaufort County's expenses. He said it's been a tough year on them, we can forgo those extra three pennies in the fund balance, and I too will vote for the budget if we can take it from one penny to four pennies and that would be three additional pennies per hundred I could vote for it. He said I think I've made myself abundantly clear on this one.

Chairman Waters said I support this budget and we talk about the fund balance one of the things I would recommend we do is that once we get the audit we look at the fund balance and anything in excess of 35% I would recommend we set up a capital reserve fund for solid waste. He said any other discussion.

Motion Restated: Commissioner Rebholz motioned to approve the budget ordinance as presented this evening. Chairman Waters seconded.

Yes Vote	**No Vote**
Chairman Waters	Vice-Chairman Langley
Commissioner Rebholz	Commissioner Booth
	Commissioner Deatherage
	Commissioner Richardson
	Commissioner Walker

Chairman Waters said just remember now, we made 21 changes before, and it resulted in us redoing the budget ordinance and coming back for this meeting tonight.

Commissioner Deatherage said without delay I would like to make a motion to pass this budget as it stands right now with 4 pennies per hundred given back to the taxpayers of Beaufort County.

Commissioner Richardson said I will second that and I'll throw in that this four cents' times $600,000 per penny is only $2.4 million and we have got a $19 million surplus. He said we need to give the money back to the people.

Motion: Commissioner Deatherage motioned to add lowing the taxes by four pennies per $100. Commissioner Richardson seconded.

Yes Vote	No Vote
Commissioner Deatherage	Chairman Waters
Commissioner Richardson	Vice-Chairman Langley
Commissioner Walker	Commissioner Booth
	Commissioner Rebholz

Chairman Waters said let me ask you if you would agree with this procedure. He said what I don't want to do is get in a box where we go up and down and we come up with five or six different changes in it. He said can we agree that we take one and if we change the budget that we take a straw vote and say that you're approving the current budget ordinance with the additional change in it.

Commissioner Richardson said along the route that you're talking about, I think what I would like to see is go around the Board, since we're in this position, and see what people want changed. He said let's see how people feel and see if we can come to a consensus because right now, Vice-Chairman Langley and Commissioner Booth, and Commissioner Walker, I don't know why they voted against it, and I'd like to see what they are thinking.

Commissioner Booth said I'm not voting for the four cents.

Commissioner Richardson said I meant about passing the whole budget.

Chairman Waters said yeah, changes that you would like to see made in order for us to pass the budget ordinance with whatever change you've got.

Commissioner Booth said it's not that I don't agree with this budget. He said my esteemed colleague down there, he just put a penny out there to say that he's done something so he can go out there in the street and brag but then again the penny that will get their vote it left them hanging like a yo-yo so when you play with the devil you deal with him. He said so I'm not going to vote for it because the time I've been here, and I asked the Finance Director to find this out, but it was to deep, about the school bond money. He said we have absorbed the school bond money, never raised the taxes for the school bond money, not one time, to absorb that bond that the people voted for. He said the second thing, my other buddy over here jumped out and made a motion to give the school board $600,000 and I supported it whole heartedly because that was the one penny we agreed on and now he wants to give it back, take it back from us so that's the reason I'm not voting for it so the rest of you all can say what you've got.

Vice-Chairman Langley said mine is pretty simple. He said in order for me to vote for this budget this year you need to change the COLA back to 2% for the employees. He said that is the only way I'm going to vote for anything.

Commissioner Rebholz said Commissioner Booth, first of all, I've already made this public, I'm not running again so I'm not here to buy votes, okay. He said I think the one cent was the right thing to do. He said I think the 4 cents is irresponsible and so that's where I'm at on this. He said you said we had to many people in this budget, you're the one that said we need to add two people to the Assessor's Office so I'm not sure where you're coming from on that.

Commissioner Richardson said I can tell you when you're finished but I'd like to hear from Commissioner Walker before we do anything else.

Commissioner Walker said I think we're going to have a good year, revenue wise and the money that's coming from Washington and the business that's going to be out there. He said I think whatever bets, the money we're spending now is going to be covered. He said what if we, what would it look like to do a 3-cent reduction, which gives across the board Covid relief, that's what I'm going to call it, and do the 2 cent COLA, which would bring Vice-Chairman Langley back in to voting for. He said how much are we talking total.

Commissioner Rebholz said it's $1.8 million for three pennies. He said you could do what you want just by taking it out of the $9.1 million. He said not part of the tax but if you wanted to give people relief you could do that out of the $9.1 million. He said you could take $1.8 million and distribute it.

Commissioner Richardson said they won't let you do that.

Commissioner Rebholz said yes they will, you've got to read the notes.

Commissioner Richardson said in other words, wait a minute, my understanding is we could not use this to reduce taxes, so what's changed.

Mr. Alligood said there's language in the bill that allows you to make appropriations to people in the public to help them with Covid relief. He said as unusual as that sounds, if you came up with a plan, it's just like they'll you to entice people to get vaccinations.

Commissioner Richardson said but I'm not for a plan like that, I'm talking about tax relief to the hard-working people of the County. He said not somebody we're trying to take a shot for something, I'm talking about the taxpayer who works every day and pays his taxes. He said that's the guy I want to help. He said I can vote for a three-cent tax reduction on the budget and everything else stands like it is. He said no COLA. He said all we've done this year, Vice-Chairman Langley, is vote to increase the wages of County employees. He said where does it stop.

Commissioner Walker said didn't that correct a wrong from the past and so this is, to me, is a compromise, I think. He said tell me I'm wrong.

Chairman Waters said let's go back. He said the pay plan was approved by this Board back in 2017 so what was done as it related to that is completely separate from what we're doing. He said the time is here but that adjusted our people to the point where we were able to compete with adjoining counties so we've already on the three. He said we voted on one and it failed, we've voted on three and it failed, we voted on, I think four and it failed so as far as I'm concerned, why do we keep wanting to vote on that, it's dead. He said it's poor financial planning when you cut the taxes by one percent and then you come back next year, and you have to get it or when you start saying we're going to do something on solid waste and it's going to take X number of dollars. He said that's why we've been building the fund balance up and we can correct the fund balance percentage once we get the audit in. He said that's the way we can correct that.

Commissioner Richardson said Mr. Chairman, I think there's very little possibility that we're going to be raising taxes again next year. He said we've got a $19 million surplus; we've got $34 million now. He said $19 million of that is surplus, any way you want to look at it and all we're talking about is taking $2.4 million of that surplus and giving it back to the taxpayers. He said you have still got $16 million in round numbers. He said I can't see a tax increase coming next year.

Chairman Waters said did you vote for the Board policy at 35%, I don't know, I'm just asking.

Commissioner Richardson said I think 35% is way to high. He said its greedy government hoarding the people's money. He said give it back to them and let them spend it. He said one of the things you need to think about in this is we are a taxing authority. He said we can give them the whole $19 million this year if we want to and go back next year and tax them again. He said we can bring taxes up and down, that's what we're supposed to be

doing, not sitting here like a bunch of fat cats, greedy, hoarding the publics money that's earning absolutely nothing. He said 1/8th of 1%, something in that neighborhood is nothing.

Chairman Waters said we've heard everybody; everybody has had a chance to talk. He said let's see if we can get the current one approved with a change. He said we'll try and see if there's a change and I'm going to ask that there's a motion and a second and that the vote is not only, it's that you agree now with the ordinance plus the one change that's on the table.

Motion: Vice-Chairman Langley motioned that the 1% COLA move to 2%. Commissioner Booth seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

Chairman Waters said we have a budget ordinance, is that correct.

Mr. Alligood said no sir, if you would give us a few minutes to work those numbers and put something on paper in front of you. He said you need to have the actual ordinance in front of you so you can vote on the actual ordinance as it is if you don't mind.

Commissioner Richardson said I have another motion, what was my motion before, a 4-cent tax decrease.

Chairman Waters said we've voted on 4, 3 and 1. He said the first one in the budget ordinance was one.

Commissioner Richardson said okay, well, right now you've got.

Chairman Waters said one of you had 3 and one of you had 4.

Commissioner Richardson said I would ask that we reconsider the 4-cent tax reduction for the people of Beaufort County, and I'll point out to you again that you're hoarding money, that you've got money you don't need, and you don't need in the foreseeable future. He said it's called over taxing people, so I move that we reduce taxes by 4 cents in the coming year.

Commissioner Booth said point of order. He said point of clarification. He said the motion that you made was to approve this budget ordinance and it was voted four to three, is that correct.

Chairman Waters said that is correct.

Commissioner Richardson said no, it was not to approve the ordinance. He said the motion was to approve the COLA. He said don't start pulling that.

Chairman Waters said it was to approve the existing budget ordinance with the one change that was on the table. He said that's the way it went down.

Commissioner Richardson said you made the motion for the one change but, again, I want to reconsider the 4-cent tax reduction.

Chairman Waters said okay, we'll vote but do we have a second.

Commissioner Deatherage said I'll second, but I'd like to hear what the Clerk has to say. He said Commissioner Booth may have a point.

Commissioner Richardson said it snuck by me if that's the case because I didn't understand it. He said if it snuck by that isn't right.

Commissioner Deatherage said I agree with you Commissioner Richardson but lets hear what the Clerk has to say.

Ms. Mosher said that was my understanding, it was to approve the budget as presented with each individual change. She said once it got a 4-3 vote they would create the budget.

Commissioner Deatherage said you understood it that way.

Ms. Mosher said yes sir.

Commissioner Richardson said in my book that's a dirty trick.

Chairman Waters said we'll take a little break while you guys make the change.

Mr. Alligood said the budget ordinance has to be clear and in front of you so you can't just say I'm going to do this because I've already been accused, as I walked out the door, of some kind of treachery.

Commissioner Richardson said absolutely and I'm standing by it.

Mr. Alligood said I appreciate that. He said that was very uncalled for and unprofessional.

Commissioner Richardson said I'm sorry, but you don't work for me, I work for, you work for me, I don't work for you, however it works.

Chairman Waters said he works for all of us Commissioner Richardson.

Commissioner Richardson said you're playing a dirty little game here. He said if we have to vote on this budget again the floor is open for another motion.

Mr. Alligood said I'm simply explain to the Board that the changes, I've given you multiple ones of these. He said every time you made a change we've brought you back multiple of these so it is on paper, and no one can say I went in the back room and changed something. He said you had it in front of you. He said that's why it's done the way it is.

Commissioner Rebholz said I'm sure you would accuse him of treachery if he did it the way you're talking about.

Commissioner Richardson said no I'm not, you don't know that. He said you guys are playing games. He said you either passed the budget or you didn't.

Chairman Waters said we're going to vote one more time because that was not in front of us. He said what we voted on was what was in front of us plus the one change.

Commissioner Richardson said this is nothing but a game. He said that's all that it is.

Chairman Waters said I call you out of order, I take this very seriously.

Commissioner Richardson said well I call you incompetent, how about that.

Chairman Waters said well, apparently, based on your mileage, when you start talking about checking all the dogs in two miles, that's a flat out lie. He said they didn't check those dogs within two miles, so you're confused, you're just absolutely confused.

Commissioner Richardson said Mr. Chairman, there is serious problems with the operation of this Board. He said you either pass the budget a few minutes ago or you didn't. He said stop trying to drag it off into the weeds. He said either you passed a budget, or you didn't.

Mr. Alligood said I need to ask one question on the piece. He said in adding a one, in adding an additional percent to the COLA, when you do that you will either, and it's all semantics but I want the Board to understand, you will draw additional fund balance down or you can say take it out of contingency and take the contingency to zero so from our perspective, from a budget management perspective we would advise you to take it out of contingency, just take your contingency to zero. He said the contingency right now, the way this is written, is $213,000 in contingency. He said the additional 1% COLA is $218,000 so you can either say take that $218,000 out of fund balance, increase your draw from fund balance and leave the contingency at $213,000 or you can say take the contingency to zero, use that $213,000 against the $218,000 and then just take the difference out of fund balance, which is less than $5,000. He said that's what we're recommending you do but we're happy to show it any way you want to do it. He said if you do that you're not using one-time recurring money if you take it out of contingency.

Commissioner Rebholz said contingency was zero what, 2 or 3 years ago.

Mr. Alligood said it was.

Commissioner Rebholz said so I don't see any problem with that.

Mr. Alligood said I want the Board to clearly understand. He said that would be our recommendation from a financial standpoint. He said that you do that so you're not drawing more out of fund balance. He said we can write it that way, we can write it either way btu it makes more sense to do it that way.

Motion: Commissioner Rebholz said I make the motion that we draw down contingency to zero. Vice-Chairman Langley seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

Mr. Alligood said thank you. He said let us make that change.

Commissioner Richardson said I have a motion. He said that we reconsider a tax reduction and that we give a full 4-cent tax reduction. He said if somebody wants to say 3, they'll vote for a 3 rather than a 4, I'll entertain that before I finish this motion.

Commissioner Deatherage said would you consider amending a four cent plus the COLA.

Commissioner Richardson said I think the COLA already passed, that was the 4-3 vote, that's not an issue.

Commissioner Deatherage said so if you're okay with that, we're only talking four pennies.

Commissioner Richardson said we're only talking four cents. He said how about you.

Commissioner Walker said I'm happy with three or four. He said I think, I don't like having all this money in savings, basically and so to use it is what we're doing. He said a 2% COLA is using it good and a 4-cent reduction is using it great.

Commissioner Deatherage said Commissioner Walker I'm going to join you with the three-cent as long as Commissioner Rebholz will join it.

Commissioner Rebholz said I told you I wouldn't do it before.

Commissioner Richardson said you guys are going back and forth. He said are you guys saying 3 or 4 cents.

Commissioner Walker said let's say 3 and I'm going to vote for this budget.

Commissioner Richardson said 3 cents if you all can do 3 cents.

Commissioner Deatherage said I can do 3.

Motion: Commissioner Richardson motioned to lower the taxes by a full 3 cents on the $100. Commissioner Deatherage seconded.

Yes Vote	**No Vote**
Commissioner Deatherage	Chairman Waters
Commissioner Richardson	Vice-Chairman Langley
Commissioner Walker	Commissioner Booth
	Commissioner Rebholz

Commissioner Richardson said what are we waiting on.

Ms. Mosher said the document.

Commissioner Booth said now you go out there and grandstand and win some votes.

Commissioner Richardson said it's not about grandstanding, it's the public money.

Commissioner Booth said you've promised stuff and even then you didn't vote for it. He said you promise stuff just because it sounds good.

Commissioner Deatherage said you are no better than Commissioner Richardson and I.

Commissioner Richardson said why not give the people some of their money back.

Mr. Alligood said I apologize for the delay. He said the glitch here when the power went off took the computers down, so I had to walk over to my office to print it. He said what I'd like to go over with you, you have the revised message and the revised ordinance based on the last vote you had, which was a 4-3 vote to increase the COLA to 2% and nothing else from the previous so I want to draw your attention, and you have the one I gave you earlier and you have the one I gave you now. He said the Finance Officer and I take our jobs extremely seriously so we're here to stay all night if you want to, walk through it line by line so that tomorrow I don't get accused of hiding something in the budget our doing something illegal. He said what I want to point out to you is in the message you will see at the top, under revenue, fund balance appropriated to balance the budget is $313,448. He said that's the difference from the last one you had. He said reduced contingency to zero. He said you will see at the bottom you have a minus $455,042, which is what contingency originally was. He said in the previous one you had taken some contingency off but when you take all of contingency off it takes it to $455,042 and again, when you go up to the top, $318,719 and you have, also the Cost of Living at 2%. He said so that is

the change in the message. He said now if you go to the ordinance you will see the new ordinance, you will see contingency reads zero. He said originally it read $213,000 and now says zero. He said you'll also see at the bottom in section four there's a tax rate of $0.625. He said that's a penny down from $0.635, where it was before. He said that's not a change, I just wanted to draw your attention. He said that is the updated message and updated ordinance that reflects the changes that were passed just recently, with the 2% and nothing else. He said like I said, the Finance Officer and I will stay here all night long with you so we will not be accused of doing something underhanded or behind somebodies back because we both take our jobs extremely seriously.

Chairman Waters said is there any questions on the revised budget message or budget ordinance as presented in front of you.

No one spoke.

Motion: Vice-Chairman Langley motioned to approve the budget as presented with the 2% COLA change. Commissioner Rebholz seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

Commissioner Booth said Mr. Manager and Ms. Finance Director, we really appreciate the job you've done. He said I, for one, don't think you did anything behind the scenes. He said I just want to say thank you for a year's work and maybe next year we'll do even better.

Chairman Waters said I too would like to thank the process. He said sometimes we get criticized but at the end of the day we've gone through the process, and we have the final product.

Motion: Commissioner Booth motioned to adjourn. Commissioner Rebholz seconded. The vote was unanimous.

Meeting adjourned at 6:27 PM

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

The Beaufort County Board of Commissioner met in for a Special Called Meeting on Monday, July 19, 2021, at 6:00 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Chairman Frankie Waters
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Staff Present
Brian Alligood, County Manager
Kathleen Mosher, Clerk to the Board
David Francisco, County Attorney
Anita Radcliffe, Chief Financial Officer

American Rescue Plan Act Workshop

Chairman Waters called the meeting to order.

Motion: Vice-Chairman Langley motioned to approve. Commissioner Rebholz seconded. The vote was unanimous.

Chairman Waters said as you well know, we've had three monthly meetings where we've asked the public to comment on how to spend the funds and we've had three separate public meetings. He said one in Blount's Creek, one in Old Ford and one in Pinetown at the fire department so we've had a total of six public comment or public input so tonight we've got a list of all the items that's been discussed. He said you don't have it in front of you but I made a list here. He said we've heard broadband on the southside, we've heard solid waste and recycling, we've heard the jail, the library, the water system, and storm water drainage. He said the volunteer fire departments, non-profits, as it relates to fund raising because of cancellation due to the Covid. He said what have I missed. He said these are items that we, water system expansion. He said so what is the wishes of the Commissioners. He said do we want to have a straw vote on these individual projects to see if they move forward to the next level. He said do we come up with some type of criteria for the selection. He said this is our workshop so the floor is open.

Commissioner Booth said I've got a question, the ones that you read off, do all of them qualify for this money.

Chairman Waters said not according to where we're at today on the interpretation.

Commissioner Booth said which ones are already eliminated, do you know.

Chairman Waters said Mr. Alligood do you want to take a stab at that. He said based on what I've read and the conference calls I've been on the library would not qualify. He said the solid waste and recycling would not qualify. He said I think that's it.

Mr. Alligood said there was a comment about the Register of Deeds office and that would not qualify. He said the only way you would qualify for any of the things that were outside what specifically was written is based on revenue loss and our projection was we didn't have any revenue loss.

Commissioner Booth said the other question I have is each project we spend money and from what I have been reading and listening to at the conferences, we're going to be audited very strictly and if we allocate some funds and they're not spent like they're supposed to be spent we have to pay it back. He said is that correct.

Mr. Alligood said you would be required to pay back any funds that you spent incorrectly. He said every municipality, and every state and County is getting money so how much auditing they're going to do, I don't know but if you're a lucky one to be drawn for an audit you need to be able to justify and cover yourself.

Vice-Chairman Langley said I think one thing we can all agree on is we all want broadband and I think if we would go ahead and fix up exactly what we're going to do with broadband and then what funds we have left over, then let's deal with the other items we're going to deal with.

Commissioner Richardson said two things along the lines of what you're talking about. He said I understand that the final rules haven't been put forth yet. He said is that right, they're still working on the final.

Mr. Alligood said the interim final rule is still out there and they're receiving comments on it, but it hasn't been finalized. He said it's a timing thing and then there are additional bills in the North Carolina General Assembly we're waiting to hear about.

Commissioner Richardson said didn't we make inquiry to the powers that be on some of these projects on whether they would fly or not.

Mr. Alligood said I did make an inquiry through NACo on solid waste and recycling, and I got a note back saying they'd look at it. He said I haven't heard back from them. He said I raised that question on just about every seminar I've been on and was told at each of those seminars that it would not be eligible. He said the only way it would be eligible is if it were a revenue, general government under revenue loss and fortunately we don't have any revenue loss.

Commissioner Richardson said there are some consulting firms that are working on this.

Mr. Alligood said we had a conversation with, in fact we engaged recently a very reputable solid waste firm to help us look at some stuff and we asked them that question and they said no, that you couldn't. He said they would certainly love to be able to do that, but they didn't, they were not saying you could either.

Commissioner Richardson said I meant consulting firms on the recovery act.

Mr. Alligood said I think there are lots of firms. He said there are tremendous amounts of folks out there who would love to help you spend the money. He said just a second note on that, there were funds, I don't know if you all saw that from the Association, there were funds that were allocated by the State of North Carolina to the Association of County Commissioners, I think they allocated some to the League of Municipalities as well, to assist counties and to assist cities in their efforts. He said Kelly Leonard sent a note last week that said tell us how you need help on that and how fast you need help on that but they did receive money to assist with making sure they were doing what they were supposed to with that.

Commissioner Richardson said solid waste covers a pretty broad area of things. He said this wouldn't apply to the infrastructure side of solid waste.

Mr. Alligood said not to my understanding. He said I specifically asked the question would it apply to solid waste and recycling and the answer I got was no, only under the general loss provision because it would be considered a general government operation.

Commissioner Richardson said but you can build out water systems and you can build out the internet.

Mr. Alligood said you can because those were specifically called out. He said water; sewer, storm water, and broadband, those were specifically called out in the legislation.

Commissioner Richardson said what has happened to us here is that some people in powerful positions decided what they want built and we can either do it or not take the money, basically. He said it's a cram-down is what it is. He said I've got a problem with spending money on things we don't need just to be spending money. He said it's immoral, it's unethical.

Commissioner Walker said I think in our travels we've learned some short comings and some spin-offs and one of them is the lack of being able to get information from the County and I know broadband would solve some of that problem but really, how do you get information out there, especially to the folks who don't have internet. He said the only way I can think of is, like the information sign at the Community College. He said if we were to put them around the County and we could have signage that says there's a meeting or danger, there's a weather situation, kind of like we do with the phone. He said would that be encompassed with this money. He said could you pay for those sort of things. He said you've got to look at information without the internet and how you reach people without the internet.

Chairman Waters said so your question, would a digital sign on the southside of the river similar to the one at the college qualify.

Commissioner Walker said the DOT does it with their highway signs, if there's an amber alert or whatever. He said think of all the people that drive by heading to Aurora every day. He said you could really get some information out, even churches do it now.

Commissioner Rebholz said how would you explain changing the hours on that, like at the convenience sites and the days that they're closed. He said a sign doesn't say, it's small in terms of how much information you can put on that.

Commissioner Walker said you've just got to be clever in how you do it. He said when we brought up, when the Blount's Creek folks said how do we find out about these things and we said the internet they all laughed because that's what they don't have. He said the internet would help but it wouldn't help my Mother. He said she has a flip phone and an old computer.

Commissioner Booth said does she drive.

Commissioner Walker said yes.

Chairman Waters said on broadband I asked Mr. Alligood if he would reach out to RiverStreet to see where they were at. He said if we were to set aside $4 million for broadband and then we got a match from the state of $4 million the vendor has to put up matching funds of $4 million. He said Mr. Alligood would you want to share what the response was.

Mr. Alligood said our conversation was is that a possibility and he said he'd have to have that conversation with his boss btu that they would do the best they could. He said we've not had any detailed conversations with them because we've not been directed by the Board to do that since you signed an MOU with them so we've been on hold waiting to have those conversations, waiting to have those detailed conversations. He said I don't want to speak for Greg but that conversation was that's something they were certainly looking at.

Chairman Wates said the reason that I asked Mr. Alligood to do that was until Representative Kidwell said the vendor had to match what the state was putting in, as well as the County, up to the $4 million, I was not aware of that so that's a total of $12 million if we were able to pull that off. He said if the final bill in Raleigh is approved.

Mr. Alligood said if the final bill's approved and that's the language they stay with in the final bill. He said we just don't know yet.

Vice-Chairman Langley said on the same token it would not harm us to take the $4 million and set it aside it would show we have a sincere commitment to having broadband all across this County. He said I think that is a wonderful thing to do and that still leaves money to do other projects.

Commissioner Walker said what would be the most aggressive thing to do concerning broadband and then what's the least aggressive thing. He said I mean, would the $4 million be considered an aggressive move by us. He said you want to put it out there so people say these folks are serious. He said what would that look like. He said I guess what's the next move if we agree that broadband is the way to go.

Chairman Waters said I think, based on what Mr. Alligood is saying, if we want RiverStreet to start moving we've got to take some action and as far as a dollar amount, the reason I said $4 million is that's the maximum amount on the current language on the bill. He said getting back to answering your question, when you look at the total amount it was about $30 million. He said but to address the worst areas in the County, I think the commitment from the County or from outside was $7 million.

Mr. Alligood said Commissioner Walker if you wanted to say what's your most aggressive stance, I guess, if you took the initial $7 million, put in the backbone and then took an additional $1 million or $2 million and matched that against the state and the vendor, you've got $6 million that you continue to build out, put up vertical assets to try and cover the rest of it. He said that was the plan, initially, to put in infrastructure to where you could use the County's vertical assets to put in fixed wireless and then as additional grants become available, build out there's areas you have fixed wireless in with fiber to the homes, to get it stood up and get up quickly. He said under the original Great Grant Program you had three years to get it in, which is extremely aggressive in that business so you essentially had to use fixed wireless. He said you had to go and look at vertical assets and hit that. He said that's essentially what the original plan was based on ARDOF funding and what the Board had originally decided. He said you already have $500,000 that you've set aside for that project that you were going to look to try and match with. He said the second piece of that is there's going to be, whether it is a federal, there's going to be a federal infrastructure that comes out, don't know when that is going to come out. He said it's obviously going to, whether it comes through reconciliation like the first piece came through or whether it comes through bi-partisan support, they've got a group of senators working on that. He said you just don't know how that's going to come but my anticipation is there's going to be another major infrastructure piece that comes out from the federal government that will have a lot of broadband money in it as well so if you really want to be aggressive you say we put this in place and we're waiting for that additional money to keep building stuff out and you keep to your plan. He said that's why you put your plan together and you start working your plan and you start eating that elephant one bite at a time. He said that's your most aggressive stance.

Commissioner Walker said there you go, there's your parameters there. He said the most aggressive and the lesser aggressive is the $4 million so we move from there, it sounds like, if that's the way we chose to go.

Commissioner Rebholz said I'd like to vote on it, on the use of $4 million of these funds for broadband.

Commissioner Richardson said I'd like to see the other places we could spend this money at before we start knuckling down with broadband. He said where else can you spend money.

Commissioner Rebholz said I think broadband provides the best return for the buck for the taxpayers of Beaufort County.

Commissioner Richardson said I think it's a zero.

Commissioner Rebholz said you can't use it with your phone. He said anyway, that's a motion on the floor, to vote to set aside $4 million of the American Rescue Plan Act funds to begin the negotiation on broadband with RiverStreet.

Chairman Waters said do we need to add verbiage to it to allow the County Manager and our attorney to move forward with trying to work it out.

Commissioner Booth said I don't have a problem with what you're trying to do but if memory serves me, the last time we talked that project was about $7 million and I don't know whether $4 million will start it moving but it will go a long way if the other monies come in. He said do you see what I'm saying.

Commissioner Rebholz said there are two other sources of funds, as I understand it. He said some could come out of the state right now, a bill that's been passed by the house, it's in the senate. He said the other is what's coming from the federal government. He said it still hasn't been passed yet. He said we don't even have the other half of this money and won't have until when.

Mr. Alligood said May.

Commissioner Rebholz said so it's another nine months away.

Commissioner Richardson said I just don't know if we know enough about alternatives to start voting on anything. He said I think we need to discuss all of the alternatives and then come back and put votes on it. He said we're jumping off a cliff.

Commissioner Rebholz said I've got a motion on the floor.

Commissioner Deatherage said with this much at stake, this much money being foisted towards communities I think we need to take the time to make the best decision that we can. He said we don't know 100% that we cannot use some of this money for solid waste. He said we don't know. He said in my opinion that would be the greater priority. He said I think we need to know what the priorities are in some kind of definable order that we could agree to and then decide what to do with the money. He said I'm not against broadband, but I am more in favor of what will affect more household in Beaufort County and that is solid waste.

Motion: Commissioner Rebholz motioned to approve $4 million be set aside for broadband use in the County. Vice-Chairman Langley seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Motion: Commissioner Rebholz motioned to allow the County Manager to move forward with the memorandum of understanding and enter discussions with RiverStreet.

Mr. Alligood said we have a memorandum of understanding that the Board's approved so I think that is in play. He said you're saying move forward with negotiations based on that MOU.

Commissioner Rebholz said that's what I'm recommending. He said there's clauses in there that allow either of us to pull out at any time and not spend any money but we need to get in line.

Chairman Waters said is that in the original motion or do we need a separate one.

Mr. Alligood said I think you need a second one. He said you've already taken the first vote.

Motion: Commissioner Rebholz motioned to allow the County Manager to move forward in executing the memorandum of understanding from back in November.

Mr. Alligood said I'm sorry, not trying to mess you up, the memorandum of understanding was executed, approved by the Board, it's in place. He said I think what you're saying is now move forward with the negotiations.

Motion: Commissioner Rebholz motioned to allow the County Manager to move forward with negotiations as outlined in the memorandum of understanding. Vice-Chairman Langley seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Chairman Waters said where do you want to go next as it relates to giving some guidance to staff on any of these other projects that are eligible that we feel like is on the list to move forward.

Commissioner Walker said is extending the water line, which we had a request for, is that in play here.

Mr. Alligood said it is definitely something in play. He said we discussed, any of those infrastructure pieces are in play. He said they just have to meet any of the water management guidelines or the, there's two federal programs. He said they just use those guidelines as the easy way to say yes, they're eligible for this and an extension would be eligible. He said the question that comes off of that, which the Water Committee discussed this morning was the County's general policy relating to water line extensions is such that the developer or the group of rate payers typically bare that cost and then they are connected to the system. He said we had a new development go in, typically what happens is the developer puts all the infrastructure in the ground, they get it certified by the state, they get it approved by the state and then they turn it over to the County. He said the County then owns it, manages it, keeps it up forever. He said so that is different than what you would normally do so that was a discussion the Water Committee had this morning.

Commissioner Richardson said I wouldn't think we would be putting water into a developers sub-division. He said that wouldn't be right and not fair to the other people. He said I think we're talking about building out a distribution system so that other people can put water into their sub-division or into their home or whatever.

Chairman Waters said do you know, right off hand, what the main line, where is it at on 33, the County's main line.

Mr. Alligood said I couldn't speak specifically to exactly where that line is. He said I'd have to have that conversation with Ms. Smith.

Chairman Waters said does Aurora have, do they have a separate water system.

Mr. Alligood said they do. He said I think it's obviously eligible, you can obviously extend lines and if you wanted to look at, it's not anything different than if you got grant money to do it. He said if you work through, like we've done in the past to extend lines to areas that were eligible under CDBG, that we've done work to get money from CDBG to extend a line based on eligibility and households. He said there are a lot of places in Beaufort County where we've seen that when we try to do that, they get kicked out simply because you cannot qualify for a CDBG grant for somebody who has a second home. He said you just can't, they won't do it. He said so if you viewed this money, essentially as grant money you obviously could, it's clear under the statute or

clear under the legislation that you can extend water line and extend infrastructure. He said it's just you have to decide where that's most needed, most important.

Commissioner Richardson said where do we have in Beaufort County that we need to put in distribution lines.

Chairman Waters said we had a request from two of the developments east of Aurora. He said Windsong II and III.

Commissioner Richardson said these things are very difficult to get to a long ways from a lot of things.

Commissioner Rebholz said we don't know that. He said we know that the line stops before it gets to them. He said we also know it's in Windsong I, we are servicing Windsong I. He said we also had a request from another development that is between Aurora and southside, for extending a line there. He said the line goes down and then there's another road that goes parallel to the river that was not put in and I think it's 8/10th of a mile, 20 something customers, or something like that.

Commissioner Richardson said I'd rather spend the money water infrastructure than internet.

Commissioner Deatherage said what would we do. He said would we take the water to the edge of the sub-division and let their sub-division or whoever's in charge take it further and take it down their own streets so there wouldn't be an appearance of a conflict.

Commissioner Rebholz said I don't know where it is right now. He said we know it's at Windsong I and 8/10th of a mile to Windsong III.

Vice-Chairman Langley said I don't have a problem with extending the line on the highway but we have to be cognitive of the people who paid for extensions and now, all of a sudden we're just going to give one away and so I don't want us to get into that position.

Commissioner Deatherage said Vice-Chairman Langley is right. He said we have a long history of not paying developers to have water in their sub-divisions. He said it costs a lot of money to put it down. He said they can put it down themselves if it's engineered certified and we've seen a lot of people pay a lot of money and put a lot of trouble into getting that water and that's a great thing but if all of a sudden we've got money and we're going to give good buddy a special privilege, we've got a problem because there's a history of us not doing that. He said so Vice-Chairman Langley is right, I agree with him 100%.

Chairman Waters said how about if we asked the Water Committee, or staff to take a look at all of Beaufort County as it relates to water and see if it makes sense for us to extend it. He said there'd be ten places in the County where all it would take is another half a mile or a mile. He said I'm not talking about inside the sub-divisions or developments but extend the main water line.

Commissioner Richardson said not to take issue with Vice-Chairman Langley or Commissioner Deatherage but if you go back to the original systems that were built, we did run them through sub-divisions. He said we didn't hook people up. He said anybody would have to pay for their own hookup themselves so I don't know if you started doing these things that you wouldn't be doing the same policy for the system that we had to begin with. He said if you have a new developer out there doing a sub-division, no, we've never paid for that. He said the developer pays for their own in new developments. He said when you take something like Crystal Beach, the water lines in Crystal Beach, that's an old sub-division, it's been there for a while. He said these sub-divisions we're talking about have been there for a while and I, myself running the lines in front of the houses, I just don't want to be developing in new developments. He said we need a better policy than we had before on taps and what taps cost, would be the same we charge for a tap now, I would presume. He said we run the line in front of the house and charge what we get for a tap now.

Commissioner Rebholz said I would go with Chairman Waters suggestion and look at the County as a total and see because we're just talking about the ones we've heard from because they've volunteered.

Mr. Alligood said typically that's how we receive our requests. He said I don't know that our staff, our Water Department staff is saying we need to run a line there. He said we typically receive a request a request either from a person, a sub-division, whoever that says we'd like water, and our folks look at it. He said I think in this instance you had a couple who said we'd like it. He said the challenge, as Commissioner Richardson was saying, is if you just ran it past and then depend on the sub-division to do all the rest they've got to higher an engineer, they've got to get certified by the state, because we're obviously not going to take it unless it's built to state certifications, built to our certifications so it would make sense, if you did that, to do it exactly as you did it before and just run it throughout the place. He said we would not go in where they're not. He said that wouldn't make sense because then you're just adding a benefit for someone to potentially develop that area.

Commissioner Richardson said that's no different policy than when we started out and that was a subsidized system even then. He said you've got some other issues with the water system. He said there's some places that to small of a line was put in simply because we were trying to get services to people. He said since then the population has increased in those areas so there may be some places in areas where we need to re-size the line and several places in Beaufort County that borings were done under creeks, and you know our creeks are substantial, and the lines are blocked off on both sides because the bore failed somehow. He said the structured failed and the waterline failed so rather than repair the water line what the Water Department has done is blocked the line on both ends. He said so we've got some of that's infrastructure. He said we can go back and fix a lot of stuff that needs fixing.

Mr. Alligood said I'd agree with Commissioner Richardson. He said there are some opportunities to upsize some lines or create some loops where we don't have loops and we run into that battle. He said as you all well know when the system was put in it was put in, just like Commissioner Richardson said, how much grant money can you get, that's why you have seven districts and in some places you have 4" lines and 2" lines and those kinds of things. He said so there is an opportunity for staff to look at that, from the engineering studies to say this 4" needs to be a 6" or an 8". He said you could look at those sort of things and if that brought into some instances for extensions to be able to add to the systems, that might be appropriate as well. He said you can use American Rescue Act funding to pay a consultant to look at those things, you could hire an engineering firm to look at those things if you needed to. He said that is in the language. He said you can do studies to determine is that an appropriate, not an appropriate expenditure but is that the right thing to do for the system. He said you could do that.

Chairman Water said were you involved with the Flower's development when we were looking at trying to expand.

Mr. Alligood said I was involved in some of that in listening to the proposal that came about. He said for that instance, just my opinion, that would've benefitted one property owner, or one commercial operation, which you might want to be careful about.

Chairman Waters said but if I remember correctly, that was one of those limitations from the water tower to where it would go back on the property, that line was to small.

Mr. Alligood said I think when it all came down to it, it was a money thing. He said it was more of a fire suppression issue. He said what I recall, now I may be wrong but what I think I remember is they wanted some residential overnight fire stuff for a suppression system and the pressure wasn't there to do that, the lines weren't there to do that. He said there was an opportunity to do a draft from the river and they didn't want to do that so it just became a matter of cost and they said we're not going to move forward with it.

Commissioner Richardson said none of our system in the County is actually fire rated. He said none of these farmers homes, they go out and they give somebody a break on fire insurance, well I'm here to tell you, they don't meet fire-flow. He said none of them do, the system was never designed to do it but a lot of people are

doing things that they shouldn't do. He said I told Pamlico County I did a sub-division down there, all they needed was a 4" line. He said they insisted on an 8" line because of fire and I said when they sue you because this doesn't work I will testify against you because what you're doing is wrong.

Mr. Alligood said one of the other things related to the water system that you're aware of that was presented to you during budget time is there's a Scada system that needs to be replaced for the County and I think the Public Works Director put a number of about $800,000 on that.

Chairman Waters said what's the wishes of the Commissioners.

Commissioner Booth said you never know the problem that you have until you get someone out there to look at it and give you some guidance. He said water is essential but water is just as essential to me as internet.

Motion: Commissioner Richardson motioned that we send this to the Public Works Department to take a look at what lines need upsizing, what lines have been blocked off in bores, additional distribution systems in all areas of the County, and the Scada system and anything else. Commissioner Rebholz seconded. The vote was unanimous.

Chairman Waters said Commissioner Richardson would you be opposed to staff talking to a consultant.

Commissioner Richardson said I think they can do the inventory. He said the consultant would be more for the design practicability. He said once we approve it they can get a consultant if they needed to.

Mr. Alligood said I think the Public Works Director can give you a pretty good idea about what she thinks. H said we may need some help on numbers but I think she'll be good with everything else.

Chairman Waters said one of the other items that we heard was related to the volunteer fire departments. He said is that something we want to put out there and start moving forward. He said their association has a meeting next Monday night and what I'm thinking is if we had some kind of understanding is we might be able to put that out there and say it's something we're considering.

Mr. Alligood said I think it is an eligible expenditure under the funds. He said the federal government treasury has put out some guidance on how you calculate that revenue loss. He said I was going through some of the FAQ's, there was a new one that came out today and it talks about specifically when you can look at those and what it's for and it talks about non-profits, which our fire departments are non-profits and essentially what you would do, I guess, is you would look at the specific timeframe and have them go back a year prior, the way the legislation is written. He said if we were doing it for the County we would have to look at our prior year of revenues and then look at the pandemic revenues and what was the difference and then that is the eligible amount. He said there were obviously some fundraising opportunities for fire departments that did not occur because of the pandemic. He said my understanding is there were some alternative things that were done that turned out pretty good for some of them too but that would have to be a question you would have to ask them. He said the good news about that is it's on the books already so you would be able to see. He said I think you'd have some pretty clear numbers on who did okay and who didn't do okay.

Chairman Waters said is that something that, we've got the information that our staff can put that together or is that something we've got to ask each one of the volunteers' departments to submit.

Mr. Alligood said I think we would need to get that from them. He said we would need to give them the parameters. He said we do have some of that information from them each year based on their budget. He said but what we would want to do is go back and look at their actual numbers and that's certainly doable. He said they have those.

Chairman Waters said is that something we can agree on, that maybe on Monday night Mr. Alligood could do a presentation and ask them to, that we're considering that, and they need to submit their numbers.

Commissioner Booth said is that juts lost revenue that you're looking at. He said for example Pinetown didn't have their annual BBQ but then again you look at this timeframe that they had the second one. He said they have two a year. He said are we just talking about lost revenue from a certain point or how do you look at it.

Mr. Alligood said it's based on total revenue so you can't just say what was my fund raising revenue, it would be the entire revenue that came in so I think it does allow some exclusion of grants. He said but you have to look at the entire package.

Commissioner Booth said is it for the entire year.

Mr. Alligood said there's a definition that treasury has put out, time period to time period that you would look and compare it to and the question then arises, not only do you have volunteer fire departments who depend on fund raisers but you have EMS agencies that are the same. He said I don't know if you want to include those as well. He said they're both going to be at that meeting and if you stand up and say the fire department, you're going to get run out by the EMS crowd.

Chairman Water said I think if we're all in agreement that we're trying to seek the information because right now we don't have any idea what that number is. He said we could pull a number out of a hat but does anyone object to us getting the information from fire and EMS.

Commissioner Richardson said I think you've got to have it in order to make a decision.

Mr. Alligood said I don't really think, and I might be going out on a limb, but I don't think it's going to be that significant. He said it's significant for them but in the big picture, personally, I'm thinking a couple hundred thousand dollars.

Commissioner Richardson said I'm thinking less than that.

Chairman Waters said I think it's very appropriate. He said here again, we're talking about making sure that it's eligible and so far we've talked about three things that we know are eligible at this point.

Mr. Alligood said the language is, the intent is to make someone, to make an entity whole for the loss. He said not more but just to make them whole for the loss.

Chairman Waters said okay, where do we go from here.

Commissioner Booth said what else do you have on the list that you think is eligible.

Chairman Waters said I think we've hit the ones that we know are eligible and kind of rose to the top.

Commissioner Booth said lets just work on what we've got then and if something else comes up we'll look at that also. He said you've got some numbers, you don't know what this water is going to cost you.

Commissioner Rebholz said we're not getting the other half until next May anyway.

Mr. Alligood said I know there was some conversation earlier, Commissioner Richardson had some conversation about jail, we had that conversation with the Board that there were some very strict parameters on what you could do with that. He said there are some opportunities if you wanted to do some medically related things, jail wise, you could probably do those. He said like if you wanted to do some isolation areas, some negative pressure kind of things you probably could do that as well. He said the other piece that we had some discussion about in the budget that the Board took out was a facility for us to, for the County to provide for storage of emergency supplies and as a distribution facility. He said we had originally talked about that being somewhere down near the City's water treatment plant where we have some infrastructure and I think Commissioner Richardson said

you probably want to bring it closer to Washington, maybe on the Old County Home property. He said that was a piece we put $500,000, I think it ended up being about $1 million is what Barnhill told me it probably would be. He said that was pulled out of the budget, I think that is an eligible expense if you want to consider that> he said we could try and refine those numbers a little bit. He said it would be an opportunity for us where you could receive emergency supplies when they come down from the state and have a place to hold them and distribute them throughout the County in case of an emergency. He said you did a similar piece to that when you built the building at the Health Department for the drive-through vaccinations. He said so there's an opportunity for that if the Board wants us to explore that.

Chairman Waters said okay, entertain a motion to adjourn.

Commissioner Richardson said hold on. He said I think the Manager proposed another thing for us to consider and that is the storage building. He said one of the problems I have with the storage building is the federal government and some of these other people are getting into distributing food to people. He said we're becoming more communist and socialist every time you turn around. He said I'm opposed to building a facility where we're going to bring food in, store it and distribute it and all that kind of stuff. He said if you're talking about building something that would be storage for something we're paying rent on for the Sheriff and other things we're paying rent on then I think we should look at this and if there's an opportunity to get money out of this thing I think we should take a hard look at it. He said what I would say is we need to take a harder look at it and put it in this basket of things because we're struggling to find places to spend this money.

Mr. Alligood said I think that, and I understand what you're saying but the only anticipation I would see is when they bring in MRE's when they distribute from the state sometimes but that would probably be the only time.

Commissioner Richardson said there is a program going on that I'm very much attuned to it that's in its infancy that is distributing food to people on a continuing basis and I'm totally opposed to the County putting money doing anything like that. He said if you're talking about these other things that we're already spending money for I don't have a problem.

Chairman Waters said we've lost the staging building that we were using out at the industrial park, right, which was ideal because you could come in with a tractor trailer truck and unload the supplies and redistribute it.

Mr. Alligood said that was traditionally be our approach. He said we've kind of beg, borrowed, and we've never stolen but we've begged and borrowed and the Committee of 100 allowed us to use that facility. He said we've used the cotton storage facility over in Chocowinity. He said we had memorandum of understandings to use those. He said the challenge we run into is either crops are going in or coming out of the ground, seeds are in there when a hurricane is coming through or when we have a need like that so for us to have a facility that we could designate as a receiving point and distribution point for supplies that come from the state or FEMA would be great and we could use multi-purpose for other things that could help us offset other additional costs that you're expending.

Chairman Waters said so that's what you're describing we would do on the Old County Property, possibly.

Mr. Alligood said possibly. He said we looked at initially, my quick design with Barnhill was on one end you'd have a truck well and on the other end you'd have an entrance so you could drive a truck in one end and bring an 18-wheeler on the other end with a forklift and off load and then the fire departments can come in with their pick-up trucks and go out the other end so that's what we're looking at.

Commissioner Richardson said I just threw that out by the Health Department but it could go out at the industrial park. He said it could go some place like that.

Chairman Waters said I think that definitely ought to be on the list but I think right now we've probably got enough on the table to see where we're going to go. He said because it fits in and it's on our, one of the items we've been discussing for a year.

Commissioner Rebholz said why don't we just put it on the list and then wait until we get the results from the Water Department and the volunteer departments.

Motion: Vice-Chairman Langley motioned to adjourn. Commissioner Booth seconded. The vote was unanimous.

Meeting adjourned at 7:27 PM

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

The Beaufort County Board of Commissioner met in regular session Monday, August 2, 2021, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Chairman Frankie Waters
Vice-Chairman Jerry Langley
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Staff Present
Brian Alligood, County Manager
David Francisco, County Attorney
Katie Mosher, Clerk to the Board
Anita Radcliffe, Chief Finance Officer

Chairman Waters welcomed everyone and called the meeting to order.

Vice-Chairman Langley offered the invocation and Commissioner Rebholz led the Pledge of Allegiance.

Conflict of Interest Statement

Chairman Waters asked if anyone had a conflict of interest this evening. No one spoke.

Approval of the Agenda

Commissioner Richardson said before we do this I have a couple question about the agenda. He said we requested a report from the Sheriff at the last meeting to be presented at this meeting on contacts that were made, and I just want to be sure the Sheriff did not submit a report.

Ms. Mosher said that's correct sir. She said the request was made and I did not receive it.

Commissioner Richardson said I do not see anything on the agenda having to do with that so I would like to make that an additional agenda item for a short comment tonight. He said in addition to that I would like a short session on immigration added to the agenda.

Chairman Waters said we went through this adding to the agenda and changed that back to our original policy, is it three days before.

Ms. Mosher said I think it's 5:00 PM on the Monday prior to printing.

Commissioner Richardson said Mr. Chairman you're confused.

Chairman Waters said I thought you were adding to the agenda.

Commissioner Richardson said you're confused about our policy.

Chairman Waters said she just stated what it was.

Commissioner Richardson said its three days before if the individual Commissioner wants to put something on the agenda without objection. He said this Board can change the agenda sitting here without anyone having to have a time limit. He said it comes before the Board, we've done it many times, there's large precedent for this.

Chairman Waters said okay, you want to make a motion.

Motion: Commissioner Richardson motioned to include a discussion about the Sheriff's lack of reporting and immigration. Commissioner Deatherage seconded.

Mr. Alligood said can I bring to you real quick, as you get ready to vote on this, just so you understand, according to your rules of procedure, rule 9, item C, you can add that, an emergency item but it takes a 5 to 2 vote for the item to be approved, according to your rules and procedures.

Chairman Waters said does it have to be an emergency item.

Mr. Alligood said it says no item will be considered for purposes of taking action by the Board of Commissioners unless it is in the Commissioners hands three days prior to any meeting with the exception of special called meetings or to take up an emergency item with a 5 to 2 vote approving the item. He said so if it's not in the Boards hands three days prior to the meeting for it to be added to the agenda at the meeting this reads it would need to be considered an emergency item and would need a 5 to 2 vote.

Commissioner Richardson said I have an objection to that because we add items to the agenda sitting here at the meeting, people walk in all the time. He said if you want an item on the agenda it has to be in the Commissioners hands three days before the meeting, but you can't tell me that a Board like this can sit here and meet with our hands bound, not being able to take up a late item that could be, actually an emergency item or something else. He said it just doesn't work that way and we've never done it that way and we have added items to the agenda plenty of times.

Commissioner Rebholz said not since I've been here.

Commissioner Richardson said you haven't been here very long.

Chairman Waters said I can't remember how far back it was, but you took a personal attack on me because something showed up on the agenda last minute and you said you can't do that. He said that's been several months ago when we came back and reviewed our policy.

Commissioner Richardson said because you were trying to force an item without a vote. He said you were outside the Boards rules.

Chairman Waters said I don't think so.

Commissioner Richardson said you're telling me that when we come in here to meet as a Board that if there's been an insurrection out in the streets this afternoon that it can't be considered by this Board at all.

Chairman Waters said I don't think either one of your topics is an emergency item.

Commissioner Richardson said that's your opinion.

Mr. Alligood said it can be with a 5 – 2 vote.

Commissioner Richardson said there's no definition of what an emergency is.

Motion Restated: Commissioner Richardson motioned to include a discussion about the Sheriff's lack of reporting and immigration. Commissioner Deatherage seconded.

Yes Vote	**No Vote**
Commissioner Deatherage	Chairman Waters
Commissioner Richardson	Vice-Chairman Langley
Commissioner Walker	Commissioner Booth
	Commissioner Rebholz

Motion: Vice-Chairman Langley motioned to approve the agenda. Commissioner Booth seconded. The vote was unanimous.

Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Public Comments

Mr. Maurice Elliott said he'd been asked to represent the property owners of two residential communities located along NC-33 East on the southside of Beaufort County in the extreme eastern end. He said these communities, Windsong II & Windsong III, were established in the late 1990's as waterfront communities on Campbell Creek. He said our development began about the same time as the original development known simply as Windsong. He said we are here tonight in support of our earlier request for this Board to utilize part of the monies that Beaufort County is being allocated through the American Rescue Plan to extend the County water lines into our communities as has been done previously in Windsong. He said when the water lines were run into Windsong, the main line that extends down NC-33 East was stopped at the entrance to Windsong. He said we are asking that this line be extended the extra 6/10's of a mile to include Windsong II and Windsong III and that the lines be run into both developments. He said while we fully believe this would be an allowable use of the ARP monies, we also recognize that we are asking the County for a significant outlay of resources. He said however, we also believe that the County would be able to re-coup some of the outlay through tap-on fees and higher monthly basic water charges, as has been done in other areas such as at Jarvis Landing. He said currently, in both developments, there is a total of 42 residential lots that would potentially need meters. He said of these, 13 homes that are already occupied with an additional 4 lots that are being prepared for home construction to begin. He said at present, the only sources of potable water in these two communities are our individual wells. He said because the water that comes directly from these wells has a slight odor or tea color, we each must invest in our own water treatment systems in order to make the water more palatable. He said while this has proven satisfactory thus far there are other factors that have impacted the suitability of our drinking water in the past and will continue to do so in the future. He said for example, the extensive flooding caused by Hurricane Irene contaminated all our wells. He said since then, several of us have had our wells contaminated by other storms and high water. He said this requires us to have the County perform water quality tests as well as to secure the services of someone to sanitize the wells. He said add to this the stress placed on the Castle Hayne Aquifer by other significant water removal operations and we believe it is only a matter of time before we see drastic reductions in the availability of portable water to our homes. He said as a health issue the availability of clean drinking water is undeniable however, we believe it is also an economic development issue. He said just as industry requires clean water, obviously so does a community's residents. He said the availability of a reliable and safe source of drinking water increases the potential for new homeowners who are looking for property on which to raise their families or on which to retire. He said in turn, this raises property values and therefore improves the revenue potential for the local government. He said we believe this is a win-win proposition. He said in closing I just want to add that we are all happy to be part of Beaufort County. He said the residents in both communities are active participants in the County. He said we all vote in every election in which we are eligible to vote and last year both communities accounted for over $54,000 in property taxes. He said we are asking, however, to be more fully integrated in the County, particularly as it pertains to services in our part of the County. He said we believe that the extension of County water would be an important first step in this process. He said thank you for the opportunity to address you all tonight and thank you in advance for your consideration of this matter. He said if anyone has any questions or would like any additional information I will do my best to respond or obtain the information.

Ms. Dawn Benson-Slann said she is a resident of Beaufort County, a small business owner and a taxpayer. She said I'm sure that by now you all know that Beaufort County Schools will be making masks optional for the 21-22 school year. She said this was part of a unanimous decision by the school board last week. She said elected individuals exhibiting a spirit of working together with the best interest of the children, teachers, and school system employees of the County at the forefront. She said while I realize this decision is subject to change if the Governor decides to pen another executive order at will, in the short term the right to choose is protected. She said just like the school board, this board of Commissioners

is elected by the people of Beaufort County to carry out the business of the County in a way that benefits the citizens of the County. She said that is how I understand it. She said I recently attended a meeting of a subset of this committee to understand why these individuals feel we need a county police force in addition to the city police Sheriff's Department. She said after listening to the information provided the only thing that is clear is that the subcommittee is looking to find a way to control how law enforcement in the County is carried out. She said I quote "the County Sheriff is a constitutional officer elected by the people and bound by oath as guardian of the people's inalienable rights secured by the constitution". She said unlike any other hired police force that answers to the Commissioners or other local leaders the Sheriff answers to the people, not to anyone else. She said a hired police force are supposed to protect the people, but they have to do so based on specific codes and guidelines. She said while I appreciate the city police department, I am glad to have someone to protect our constitutional rights. She said I can appreciate the effort to look into resources to support local law enforcement, including the Sheriff's Office however, I cannot appreciate an initiative that is pulled together making sweeping negative comments without reference or documentation to support them, single incidences shared without facts and opinions presented as facts. She said as a taxpayer I am requesting the items presented in the County Police Committee meeting held on July 22nd be provided to the Beaufort County Sheriff's Office for review and input. She said if all those things are true then there are provisions that enable the people of Beaufort County to evaluate the Sheriff and if required, after due process, remove them from office. She said unless there are actions that have not been brought to light I do not see any valid or beneficial reason for the addition of another law enforcement group to be added to the payroll of Beaufort County. She said I do see additional need for the County Police Force Committee to provide facts and concrete examples of how the Sheriff and members of his department have failed the people of Beaufort County. She said in the meantime I encourage the people of Beaufort County to spend some time educating themselves in the activities of the Sheriff's Department and the County Police Force Committee to understand if there are true concerns that should be addressed. She said I am aware that there's an election coming up, but I remind you that while you can change the individual in charge you cannot alter the remit of the office and who they answer to.

Ms. Dot Moate said I have something very important to tell you and to request. She said if it's necessary to use the ARP funds I would like to request that. She said do you see this little bottle, whenever I come to the Commissioner meetings I always want water before I get home. She said there is nothing in the lady's room and I even checked the men's room. She said there's nothing in there that allows me to get a cup of water, so I brought my own. She said so I wondered if we could use some of those funds we're getting from the government to put a water faucet of some sort in this facility.

Child Support Awareness Month Proclamation

Ms. Tammy Pearson said I'm with Young Williams and I oversee 15 counties in North Carolina for child support. She said Beaufort County is one of our counties that we oversee. She said in Beaufort County child support offices we provide services to locate parents, establish parentage, establish child support and medical support, collect, and distribute child support, modify orders when circumstances have changed and enforce orders that are not being paid. She said the Beaufort County child support program encourages responsible parenting, family self-sufficiency and child wellbeing. She said in 1995, on the 20th anniversary of the child support program President Bill Clinton established August as child Support Awareness Month in the United States. She said I'd like to present the proclamation for August 2021. She then read the following:

Whereas, *Beaufort County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Beaufort Counties families by providing child support services to improve the economic stability and well-being of children; and*

Whereas, *in State Fiscal Year 2020-21, more than $4.5 million in child support was collected from parents of Beaufort County children; and*

Whereas, *there are nearly 2,500 child support orders in place, working to ensure that more than 2,800 children receive financial support from their parents; and*

Whereas, *Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future; and*

Whereas, *strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's futures; and*

Whereas, *children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy, and productive citizens; and*

Whereas, *many concerned and dedicated judges, district attorneys, clerks of court, sheriff's personnel, and child support professionals work to establish and enforce child support orders for Beaufort County children, one of our counties most vital resources.*

Now Therefore, Be It Resolved, *we, the Beaufort County Board of Commissioners do hereby proclaim August 2021 as "Child Support Awareness Month" in Beaufort County and commend its observance to all citizens.*

Commissioner Richardson said I would like to comment before we vote, a positive comment, it's an advertisement. He said for those of you who need this kind of service for children to get payment, please go to title IV, the County office, before you consult an attorney. He said the reason is they'll provide you the same services, better, than an attorney will at no cost to you. He said so please keep this in mind. He said going to an attorney to sue for child support services is the expensive way to do it. He said this is a free service, it's paid for by the County and these people are experts at what they do. He said they do a very good job at doing what they do so please consult them before you start paying a lot of money to an attorney to obtain child support services.

Motion: Commissioner Booth motioned to approve the above proclamation. Vice-Chairman Langley seconded. The vote was unanimous.

Legislative Updates for Elected Officials

There were no elected officials who wished to speak.

Items for Consent

1. Budget Amendment, Health
2. Budget Amendment, Health
3. Influenza Vaccine Purchase Request
4. Year End Reallocations, Health
5. Reallocation of Funds for Longevity
6. Refunds Over $100
7. Refunds Over $100
8. Southern Albemarle Assoc. Delegate Recommendations
9. Minutes Approval

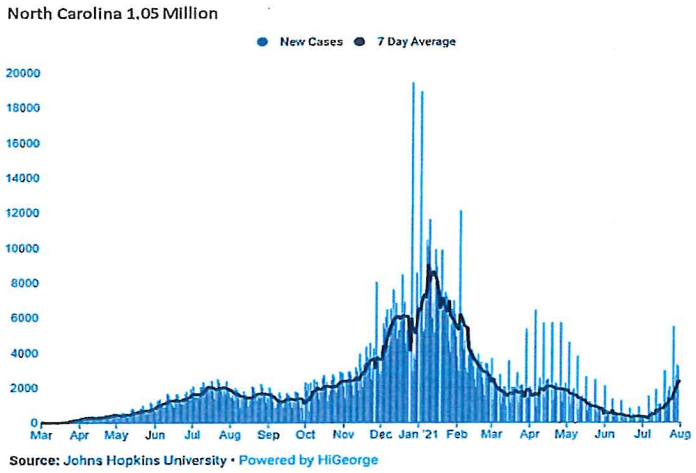
Motion: Vice-Chairman Langley motioned to approve the items for consent. Commissioner Walker seconded.

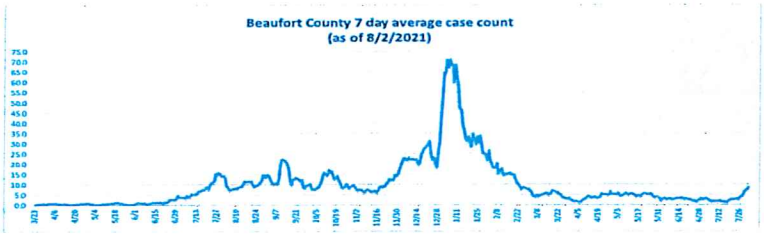
Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

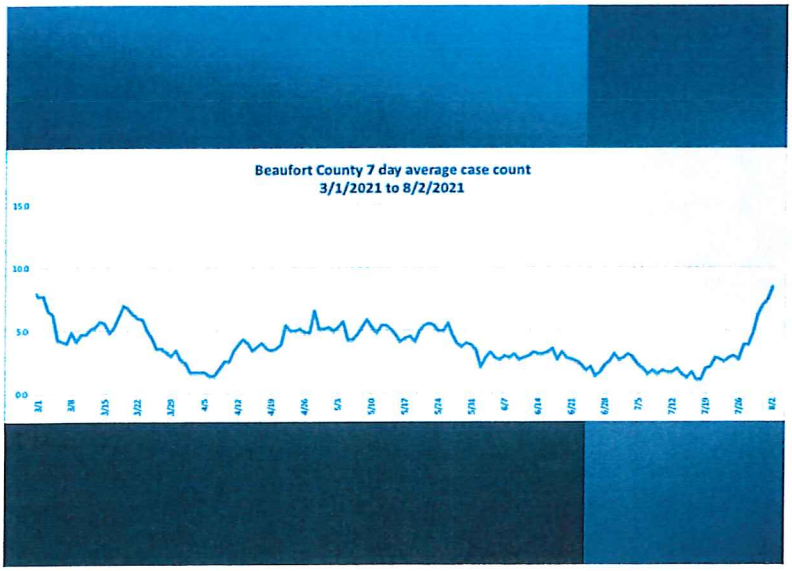
See Addendum 1

Covid-19 Update

Mr. Jim Madson said I'm going to give you an update now on Covid-19. He said I've been thinking about this a lot because it's a message of good news and bad news. He said there's a lot of messages about what's in between, concerns and relief. He said you'll see there's a balance in what I'm about to say with the numbers and where we're moving with Covid. He then gave the following presentation:





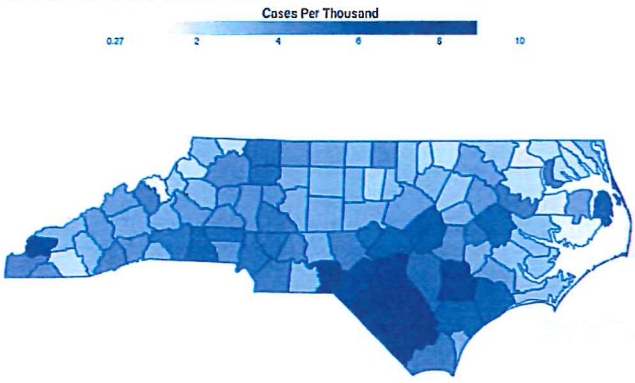


Monday, August 2, 2021		
Tests conducted on Beaufort county residents (to date)	45,294	
Total cases (tested positive)	4,844	
Total hospitalizations that have occurred	268	5.5%
Total Deaths*	103	2.1%
Average age of deaths (years)	77.1	
Known active cases currently in the county	78	
Currently hospitalized	3	3.8%
Currently on a ventilator	1	
Total cases recovered	4,663	96.3%
Reinfections (positive again after recovering)	8	
Breakthrough (positive after completing vaccination)	6	
	-	
	-	
Deaths* from long term care facilities	49	48%

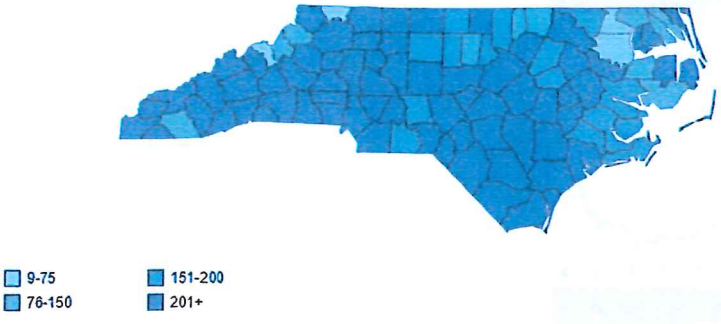
*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or State. Other sources may report presumptive totals and therefore will vary with those reported here.

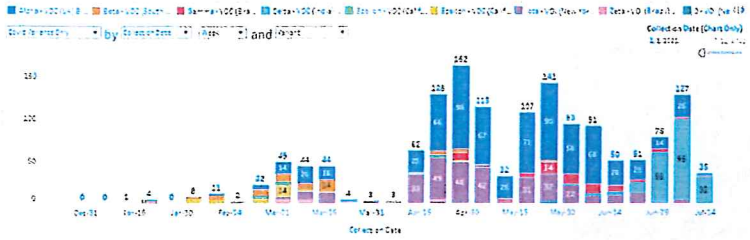
North Carolina cases per thousand (last 30 days)

Data updated Monday 8/2 at 10:15 AM EDT



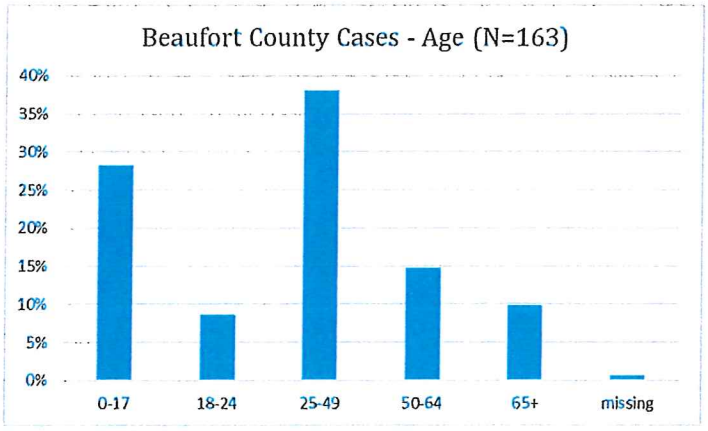
Last Two Weeks





Vidant area testing

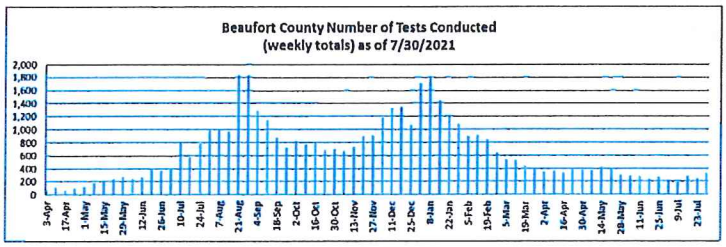
June and July 2021

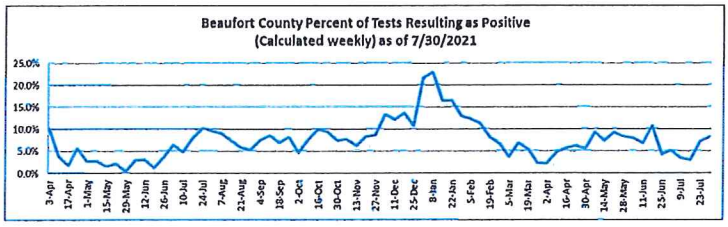


Other Info

- Masking changes

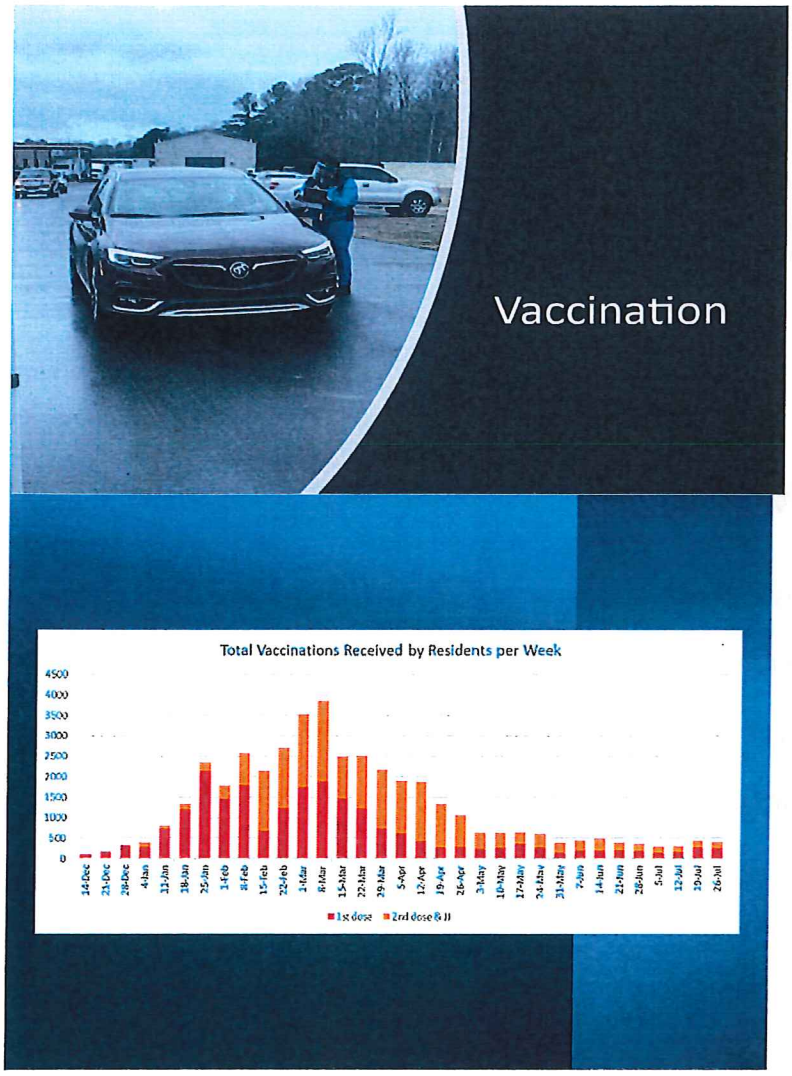
Testing





Test Sites

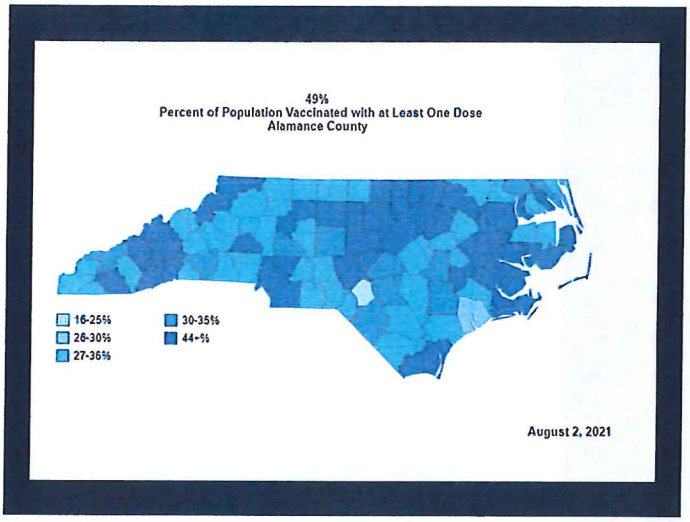
- Testing done at Health Department every workday from 8:15 to 11:30 (no charge)
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)



Commissioner Richardson said so vaccines are available to everyone who's over 12 years of age.

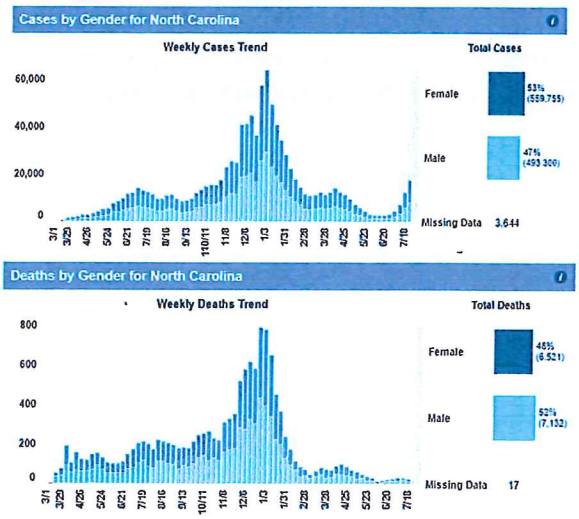
Mr. Madson said correct and not just through the Health Department. He said your providers have the vaccine, most of the pharmacies, Agape has the vaccine and Vidant has the vaccine. He said they're also available in Greenville and other places.

Monday, August 2, 2021	Total	
Beaufort County Population (NCSCHS)	47,079	
Residents that are partially vaccinated against COVID-19	21,626	45.9%
Completed COVID-19 vaccine series (all vaccines)	20,126	42.7%
Total Doses administered	41,752	
Population over 65 years of age (NCSCHS)	11,281	
Over 65 that have received first dose of COVID-19 vaccine	9,673	85.7%
Over 65 that have completed series	9,289	82.3%
Adult Population (18 and older)	37,758	
Partially vaccinated	21,119	55.9%
Fully vaccinated	19,791	52.4%
12-17 year olds vaccinated	3,295	
Partially vaccinated	507	15.4%
Fully vaccinated	335	10.2%

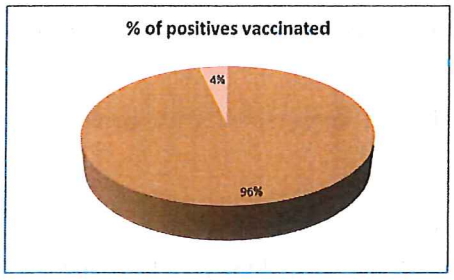


Is the vaccine working?

- Prior to Delta Variant, case numbers were plummeting where vaccine was used.
- Study of over 3,000 HCWs showed risk of infection was reduced by 90%.
- Study that compared ~600,000 vaccinated to ~600,000 unvaccinated people found:
  - 92% effective against infection
  - 94% effective against symptoms
  - 87% against hospitalizations
  - 92% against severe infections
  - 84% against death



June and July 2021



Complete Vaccination

Vaccine Info

- Health Department - Wednesday and Thursday from 12:00 to 4:00 (2nd doses on Tuesday)
  - Moderna
  - Pfizer
  - J&J
- 12 years and older (parent consent to 17)
- On-line through health department website or call 252-940-6150 to make an appointment
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)

Other Vaccine Info

- We don't see people dying from
  - Measles
  - Smallpox
  - polio
- Not experimental
- Plenty of evidence it is working
- Side effects

Mr. Madson said this is not just a job to me, I care about the people of this County. He said I got the shot to show the confidence I have in the shot, to show you my confidence in the shot. He said my children, I got them vaccinated because I take this seriously, the disease is a serious threat to them. He said I report the data to the County to try and show you how effective the vaccine is so I can only hope that these actions can convince the rest of you out there to please go out and get the vaccine.

Commissioner Richardson said of the new cases of the Covid, do you know about what percentage have not been vaccinated.

Mr. Madson said 96%.

Commissioner Richardson said so that's the 4% I'd heard the 4% and I just wanted the people to understand that 96% of the new cases are people who have not received the vaccine.

Commissioner Deatherage said I've been hearing some talk about possible boosters from some sources. He said are you hearing anything about boosters for people who have already been vaccinated and at what point in time might that become a reality.

Mr. Madson said yes, I do hear about the booster, that the conversation is not definite right now. He said when you get vaccinated against Hepatitis B it used to take three shots. He said it used to take three to really get the last kick over to lifetime or long-time immunity. He said so maybe the shot will be like that, but it could also be like tetanus shots which you only need every five years or ten years. He said I don't think you're going to see people needing the vaccine every year. He said I don't think you're going to see it get to that point so yeah, there's conversations about it but in order to really make that decision you're going to have to see what the immunologists are seeing and the vaccination people as they follow the course of the people, whoever it is that they're following. He said they've probably got 10,000 people and they're going to follow their blood level every month or however long to see when it peaks and how long it takes to wane down to a lower level. He said the answer to your question is yes, I'm hearing conversations about boosters. He said I don't have a clue about what that booster schedule is going to look like, but I do have confidence it won't be something you do every year.

Commissioner Deatherage said that information that you might be receiving or are receiving, is that information coming from a government agency and which government agency is it.

Mr. Madson said well most of the conversation I'm hearing is coming from the state. He said Zach Moore, he's an epidemiologist, he's fortunately I don't have to go through all of the research because he's going through it for me, but I've also done some article reading and stuff like that. He said so government source and academic source.

Commissioner Deatherage said do you feel more comfortable with the state source than, say, the CDC at this point.

Mr. Madson said I trust the CDC too. He said I'm not against the CDC's recommendation or anything like that. He said the CDC is made up of thousands of epidemiologists and other folks. He said I do trust the CDC.

Commissioner Deatherage said I trust it too, except for the political wing.

Commissioner Walker said what's the typical symptoms of a light case of Covid.

Mr. Madson said it may feel like hay fever or a tickle in the throat. He said that's pretty much a light case. He said some people have pretty good constitutions; other people may want to lay in bed all day.

Chairman Waters said just a family comment, my son who's 45 years old, he's in the Airforce stationed at a NATO base with a lot of international pilots coming in. He said he had the vaccine, and he had the Covid two weeks ago and he compared it to a sinus infection and was well in four days but was quarantined for ten.

Mr. Madson said you can still spread it so until we get a level of herd immunity we're still worried about spreading it to people that have not been vaccinated or even that 4% that didn't take. He said if there was enough exposure at least one or two would have bad results.

Storm Debris Removal Monitoring Contract

Mr. Carnie Hedgepeth said before you in your agenda book we have a state, a new state contract for storm debris that's been put out. He said we currently are under a storm debris contract with SDR. He said we're coming to the end of it. He said in our current contract, which ends in October we can either renew that contract for another year or seek a new contract. He said we were in the process of renewing that contract because we're happy with the work SDR is doing but the state has rolled out a new contract for both debris management and debris monitoring. He said so of that, we are before you tonight to request that we be able to go with the state contract. He said what you have before you are two different bids, or proposals for the state contract. He said they received bids back and they have essentially made a list of primary, secondary, and tertiary companies who will do both the debris removal and the monitoring. He said in the past we have not had monitoring in a contract, we've had to hire part-time employees to look after that. He said what this has done for us is we don't have to enter into a contract today. He said the state has the contract in place, when we have a storm we send a one-page request to proceed and we then go in contract with the primary, the secondary or the tertiary, in that order, contract to do these services. He said they have ten days to end up showing that they will have, 24 hours to show they will respond to our County and 10 days to get funds in place and then 180 days to have the complete project done. He said so it assists us. He said I'll give you an example of SDR. He said a couple of years ago we had a contract with them, we had a hurricane come in PLACE. He said SDR told us the government had changed the wording of some contracts to make it FEMA compliant. He said we had to change that, so we had to drop the contract, both sides agreed to drop the contract, we had to go out for bids again, all while the hurricane was upon us or just after that and then have the contracts updated. He said the state is going to keep those contracts updated to the correct version for any changes that could happen from the federal government. He said that's the big benefit we see with this contract. He said secondly it gives us debris monitoring, which we did not have before. He said we respectfully request that you approve us not continuing our contract with SDR and let this expire like normal, which would be October and to be able to use the state contracts that are available if we need those.

Commissioner Booth said the only thing I heard that didn't sound too good with this contract was you've got 180 days to clean up the debris and I remember the last time we had a hurricane some of that stuff was an eye sore, eye sickening for a long time. He said is there any way we can modify or ask them to do something less than 180 days.

Mr. Hedgepeth said so the 180 days is part of the state contract.

Commissioner Booth said I understand that.

Mr. Hedgepeth said so if we went with this process we would not but the 180 days, I just want to be clear, is that it will be completely cleaned up within 180 days.

Commissioner Booth said it could be completely cleaned up 179 days and last time it stayed in some of these communities, the debris stayed alongside the road for a long time, and I don't know what the reason was but if that's the best we can do that's the best we can do. He said I was just wondering is there anything we could do to rush it along.

Mr. Hedgepeth said in comparison to our last storm that we did have things that were left out, our last major storm, we weren't far off from the 180 days, having it cleaned up. He said in comparison that's what we're looking at. He said the storms don't just effect Beaufort County. He said if it does we can have it cleaned up in two weeks or a week. He said it's when it effects several counties and many states that those companies get spread out so that is a complication and I think that's what the 180 days are for. He said so I do not believe we have the option of changing that. He said that's under the state's voluntary program that if we go with their contract it is as it is written.

Commissioner Richardson said I have some concerns about this. He said right now, if we keep what we've got we've got one company that we're dealing with. He said it's us and them and we've got control of it. He said knowing how the department of transportation works is a great example. He said and knowing how government works and knowing how politics work and knowing how I have personally seen the Mitchell County line because it was republican and democrat on the other side, when you hit the county line there was 4" of ice on the republican side. He said now we're putting ourselves into a political pot, which we have no control over when we sign this contract because what you're going to be doing is you're going to be lobbying to get your county cleaned up. He said the rest of these counties are going to be lobbying to get their county cleaned up and I've been around politics long enough to know there's plenty of favoritism. He said I can't support this. He said we need to keep Beaufort County contracts with a provider who's going to do this because

we have control of that provider. He said if we enter this it's going to be a lot less work for County staff. He said they're not going to have to do anything but pick up a phone and call but you're going to be begging for service and you're not going to be happy with this because you're going to have a contractor, the way this thing is going to work is he's going to run to one county and he's going to work a day or two to keep them happy, then he's going to run over to another county and work a day or two to keep them happy and you're not going to be happy with this. He said we need to keep what we have because what we have is working. He said I'm not willing to put myself into a political pool with every county in the state, knowing how politics work in North Carolina.

Mr. Hedgepeth said if I could just add one thing to what the Commissioner said. He said there's really no less work for the County staff in this. He said we would still be completely responsible for overseeing that the project is taking place and doing the reimbursements like we did before. He said the only thing we wouldn't be doing is seeking the contract itself because it would be provided.

Commissioner Richardson said but we would be writing the check for all of this. He said nobody is going to be paying anything for us.

Mr. Hedgepeth said we would be doing all of that and seeking our own reimbursement for it.

Commissioner Richardson said so all we're doing is losing control of cleanup in the County if we get in the pool with the state contract and I'm not for that. He said that's not going to serve the people of Beaufort County.

Chairman Waters said did I understand that there's three different companies that we can choose from. He said I missed that.

Mr. Hedgepeth said the way it works is there's three classes, a primary, a secondary, and a tertiary. He said the way the contract is written is you must go with the primary unless the primary cannot come. He said if they were already committed and can't come you would have to go with the secondary and tertiary in that order.

Commissioner Rebholz said two questions, and one is in the long history of having debris cleanup, what is the average amount of time. He said is it 90 days.

Mr. Hedgepeth said I don't know that I could tell you. He said I can't tell you tonight an average date because it is storm specific, how big the storm is, how many other counties in the state have been affected.

Commissioner Rebholz said second question, is SDR in that pool.

Mr. Hedgepeth said yes, in fact they got the primary. He said it's the same company for us. He said SDR is the one for all debris removal.

Commissioner Rebholz said so if we chose to do our own contract we'd still be competing with the state then.

Commissioner Richardson said not really because the state would be a pool of, say North Carolina got hit by a hurricane, there's about 30 counties in that pool so you've got a state official sitting and saying where he's going to send who and what first. He said you don't have control of it whereas if you have a contract with SDR you say you're coming to us first, you're state contract is secondary as far as we're concerned, you've got control of it. He said when you get into this pool you're suddenly, you're in a political swim and that's what it's going to be, a political swim.

Commissioner Rebholz said what does the current contract give as a timeframe with SDR.

Mr. Hedgepeth said I think SDR has to put boots on the ground in the County, that's not necessarily cleaning up but their staff, a management staff has to be here within 10 days.

Commissioner Rebholz said so is there a timeframe for total cleanup in the current contract.

Mr. Hedgepeth they have to, yes, what it says is.

Mr. Alligood said he's talking about the current contract.

Mr. Hedgepeth said oh, could you ask the question again.

Commissioner Rebholz said it's 180 days in the state contract, what is that in the current contract.

Mr. Hedgepeth said there's not a maximum day in our current contract I don't believe. He said I'd have to go back and look.

Commissioner Rebholz said so the only way to control it would be to put in something that had a shorter timeframe than 180 days, otherwise they're going to go to the state and the state is going to tell them where to go.

Commissioner Richardson said the state is going to tell them where to go anyway, even if you put a shorter time in there. He said the state is going to look at you and say so and so, we decided such and such and that's going to be it. He said a contract between Beaufort County and a provider is the only safety in this thing.

Commissioner Rebholz said it would have to be somebody besides the three contractors that are in the state thing then.

Commissioner Richardson said it could be that one from South Carolina that's doing that. He said he just has to come here first.

Commissioner Rebholz said he's not going to come here first, he's serious about this.

Commissioner Richardson said he has a contract, and he will fulfill his contract. He said he's always fulfilled his contract. He said you can't say he's not going to fulfill his contract.

Commissioner Rebholz said well he's not going to accept a contract that says he's got to come here before he does anybody else.

Commissioner Richardson said there's other providers out there, he's not the only one in the world.
Mr. Hedgepeth said if I could just say something about SDR themselves, they're not just an eastern provider, they're a national provider and there's nine different regions broken up in the state and they won every one of those regions. He said where that was not the case on the monitoring. He said there were several companies to get that so they're a very reputable company and either way we believe SDR is the company that's going to come in the County.

Mr. Alligood said Mr. Chairman, real quick, this also gives us a secondary and a tertiary contractor to pick up if we have an issue. He said currently, under our existing contract if SDR can't get here, if they're tied up with something else they'll get here when they get here. He said this at least gives us the opportunity to move to a secondary contractor and then a tertiary contractor. He said the second piece of this is the contract was written by the folks at the Department of Public Safety in consultation with FEMA, so we're essentially guaranteed well be reimbursed on that, based on that. He said we had, like Mr. Hedgepeth said, we had to re-write our agreement. He said those changes were concerning to us, we want to make sure those are right. He said we want to push that back on the state to make sure that it is right. He said SDR has been a good company for us, we have some strong contacts with them, and I believe they'll do a good job for us, and I believe this is an opportunity for us to put a contract in place that provides us some additional backup.

Commissioner Richardson said the state is going to be making those decisions. He said some bureaucrat that we don't even know is going to be making those decisions. He said with the system that we have now we're making those decisions. He said we need to keep it that way.

Commissioner Rebholz said that's not going to happen now with a state contract.

Commissioner Richardson said it is going to happen with a state contract. He said some bureaucrat somewhere is going to be making your decision, that's the way it works.

Chairman Waters said just for the publics information one of the sheets is in there twice. He said where they forecast the amount of debris for Beaufort County, it's 795,000 cubic yards. He said that's a big number and I guess if you divided that by maybe 20. He said they've got dual trailers that they use to haul it off.

Mr. Hedgepeth said usually it's 15 to 20 is what they're hauling out of town.

Mr. Alligood said Mr. Chairman, with that sometimes they're bringing their equipment but more than likely you will not see those national contractors lugging their equipment in here. He said they will be working with local contractors, they'll be hiring local folks and working with local folks. He said they just can't afford to move from here to there. He said that's what happened last time with SDR. He said they entered contracts with local providers, local haulers and they managed those and made sure they were within our specs.

Chairman Waters said I would assume, if they're nationwide and a big event happens in eastern North Carolina they're going to bring them in from other states to be able to do that.

Motion: Vice-Chairman Langley motioned to approve letting the current contract expire and signing on to the State contract once the current one expires. Commissioner Walker seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

See Addendum 2

Purchase "For Sale" sign for Chocowinity Industrial Park

Mr. Martyn Johnson said in the last tropical storm the debris from Elsa was the for-sale sign at the industrial park in Chocowinity. He said we got a price for that from Hudson Signs to replace it, $970.00. He said $850.00 to replace it and $120.00 for installation. He said so basically I come before you tonight to ask you to take some funds from the general fund to purchase that sign and have it installed.

Commissioner Deatherage said don't you all have petty cash for $950.00.

Ms. Radcliffe said no.

Mr. Johnson said it is not in my budget, no. He said I do not have funds to use on the industrial park.

Commissioner Richardson said well, I've been around for a while and bringing in a peanut like this for approval is a waste of our time and the funds are in the budget. He said it's the old hat trick, let's see you find it, it's in there so this is just a shame to increase your budget and I'm not voting for it because of that.

Mr. Johnson said the money is not in the budget. He said I am very specific with everything that I put in the budget when you ask me to put together a budget every year. He said this was an item that maybe I overlooked and maybe should've been in there, but it definitely isn't in there and the money, I request from you is what I need for the year.

Commissioner Richardson said don't you have budget variances. He said are you exactly 100% to the exact penny on your budget.

Mr. Johnson said that is what I try to do. He said at the end of the year I have variances, yes but it's under every year. He said every year I try to be under my budget. He said I don't try to spend excess money, but I don't know that until the end of the year.

Commissioner Richardson said Mr. Johnson that's what we're paying you for, to manage.

Mr. Johnson said I know, I am managing.

Motion: Commissioner Booth motioned to approve spending $970.00 of general fund money to replace the sign at Chocowinity Industrial Park. Commissioner Rebholz seconded.

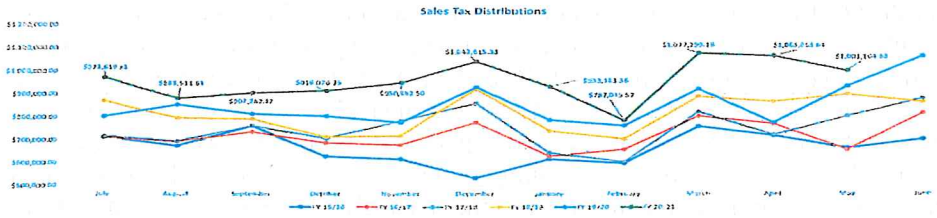
Yes Vote	No Vote
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

Finance Report

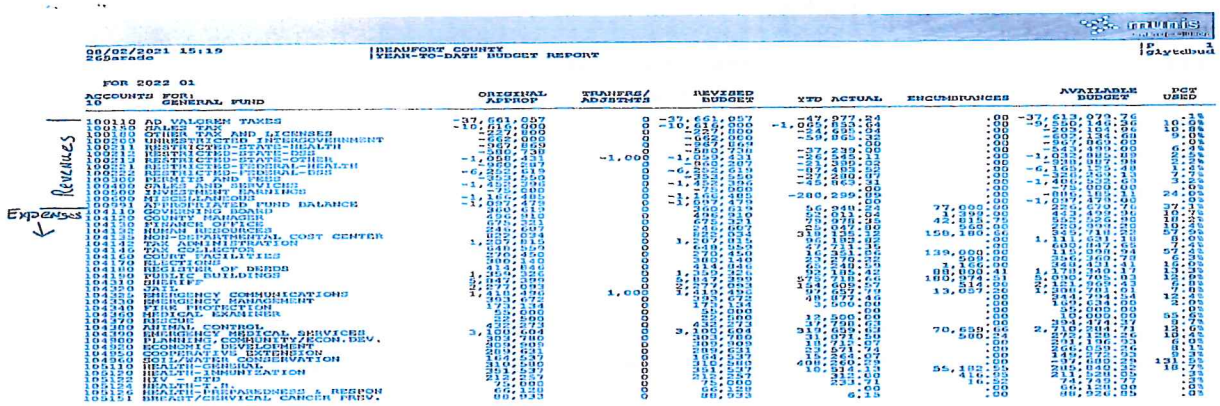
Ms. Anita Radcliffe said you have two handouts at your desk there. She said one of them is the sales tax distribution and the other is a summary of revenues and expenditures. She said we can talk about the sales tax first.

Sales Tax Distributions

Sales Month	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	
July	$ 718,358.11	$ 713,975.87	$ 710,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	
August	$ 675,839.04	$ 694,327.92	$ 697,155.16	$ 798,311.30	$ 854,426.57	$ 881,511.81	
September	$ 763,528.66	$ 735,415.92	$ 763,868.26	$ 792,899.77	$ 814,733.86	$ 907,282.47	
October	$ 629,427.53	$ 687,368.97	$ 709,056.75	$ 715,000.12	$ 804,683.75	$ 916,076.35	
November	$ 617,288.59	$ 676,662.71	$ 784,994.00	$ 719,319.88	$ 772,598.60	$ 950,382.50	
December	$ 534,842.06	$ 776,283.51	$ 861,236.00	$ 921,966.60	$ 930,297.04	$ 1,042,615.33	
January	$ 617,218.34	$ 630,087.18	$ 646,198.74	$ 740,157.36	$ 788,529.34	$ 933,183.36	
February	$ 601,324.63	$ 658,948.75	$ 606,233.68	$ 765,795.83	$ 764,137.44	$ 787,045.57	
March	$ 759,504.19	$ 903,631.79	$ 824,136.16	$ 889,127.85	$ 921,933.13	$ 1,077,295.18	
April	$ 720,789.64	$ 770,625.14	$ 723,909.18	$ 867,116.48	$ 776,230.67	$ 1,065,853.64	
May	$ 663,795.97	$ 650,305.73	$ 804,783.81	$ 897,173.25	$ 933,146.42	$ 1,001,164.68	
June	$ 702,626.17	$ 815,681.04	$ 886,628.58	$ 863,478.38	$ 1,062,286.33		
Totals	$ 8,003,573.33	$ 8,621,314.53	$ 9,022,107.73	$ 9,779,294.33	$ 10,232,655.38	$ 10,538,034.92	
						$ 11,496,038	Annualized
Increase from prior yr.		$ 617,741.20	$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,263,382.71	
% Increase from prior yr.		7.7%	4.6%	8.4%	4.6%	12.3%	



She said we did receive word today on the May sales that we'll receive later in this month. She said you'll see that in the very last column at the top, go down to May, they're $1,001,164.00. She said so this is the third consecutive month and the fourth time in fiscal year 20/21 that we had a sales tax distribution in excess of $1 million. She said if you look at the graph, historically we would expect our last distribution from last fiscal year to be even a little higher than that. She said typically it is if you look at historics. She said I did want to give you a number on where I do believe we'll end up for last year on sales tax so if you'll go just below that total for the fiscal year, the last column, the annualized number is about $11.5 million. She said I think that will be about our estimated collection for sales tax for the prior year and also wanted to show you, because there was a little bit of questions at the last meeting about budgeting revenues, I did want to show you some trends and historics on our sales tax year over year for the last several years. She said you can see there, you know, it's anywhere between $400,000, $500,00 or $600,000, typically a year is our growth, or about 6% on average. She said then you can see during Covid, instead of it going down drastically, like we budgeted and anticipated it actually doubled. She said we had a 12.3% on growth amount from last year on our sales tax. She said next just a quick glance at the revenues and expenses on the next two sheets there:

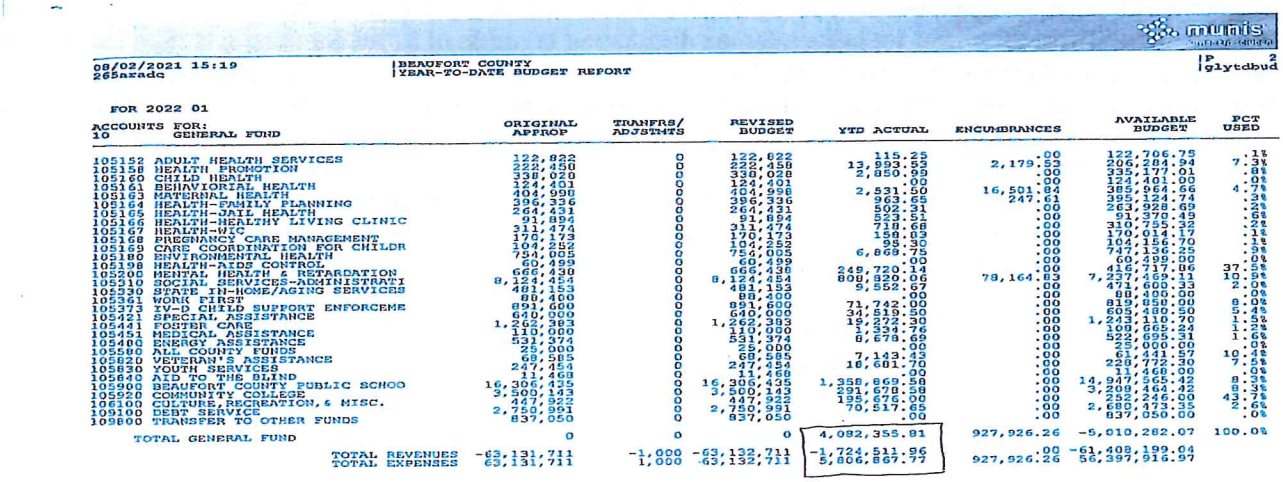


08/02/2021 15:19 | BEAUFORT COUNTY | P 1
265aradc | YEAR-TO-DATE BUDGET REPORT | glytdbud

FOR 2022 01

ACCOUNTS FOR: 10 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100110 AD VALOREM TAXES	-37,661,057	0	-37,661,057	-1,047,877.24	.00	-37,613,079.76	.1%
100310 SALES TAX	-16,031,000	0	-16,031,000	-1,490,623.94	.00	-14,540,376.06	9.3%
100400 OTHER TAX AND LICENSES	-1,967,000	0	-1,967,000	-134,868.32	.00	-1,832,131.68	6.9%
100500 UNRESTRICTED INTERGOVERNMENT	-1,965,000	0	-1,965,000	.00	.00	-1,965,000.00	.0%
100511 RESTRICTED-STATE-HEALTH	-2,880,730	0	-2,880,730	-277,239.00	.00	-2,603,491.00	9.6%
100512 RESTRICTED-STATE-OTHER	-1,000,530	-1,000	-1,001,530	-127,543.51	.00	-874,986.49	12.7%
100513 RESTRICTED-FINANCIAL-HEALTH	-6,865,207	0	-6,865,207	-1,283,385.03	.00	-5,581,821.97	18.7%
100514 RESTRICTED-FINANCIAL-DSS	-6,115,000	0	-6,115,000	-1,274,280.92	.00	-4,840,719.08	20.8%
100600 PERMITS AND FEES	-1,360,500	0	-1,360,500	-1,014,865.91	.00	-345,634.09	74.6%
100700 SALES AND SERVICES	-1,775,000	0	-1,775,000	.00	.00	-1,775,000.00	.0%
100800 INVESTMENT EARNINGS	-1,775,000	0	-1,775,000	-286,299.08	.00	-1,488,700.92	16.1%
100900 MISCELLANEOUS	-1,147,000	0	-1,147,000	.00	.00	-1,147,000.00	.0%
100931 APPROPRIATED FUND BALANCE	-1,000,478	0	-1,000,478	.00	.00	-1,000,478.00	.0%
104110 GOVERNING BODY	2,869,478	0	2,869,478	56,944.24	77,668.00	2,734,865.76	4.7%
104120 COUNTY MANAGER	1,498,333	0	1,498,333	76,697.84	1,998.00	1,419,637.16	5.2%
104125 FINANCE OFFICE	1,477,337	0	1,477,337	76,078.38	42,815.00	1,358,443.62	8.1%
104130 HUMAN RESOURCES	1,871,931	0	1,871,931	87,467.60	565.00	1,783,899.40	4.7%
104135 MANAGEMENT INFORMATION COST CENTER	3,823,074	0	3,823,074	350,135.92	150,180.00	3,322,758.08	13.1%
104140 TAX ADMINISTRATION	4,253,153	1,000	4,254,153	301,778.79	1,111.00	3,951,263.21	7.1%
104145 TAX COLLECTOR	1,346,555	0	1,346,555	77,731.82	.00	1,268,823.18	5.8%
104150 COURT FACILITIES	1,040,520	0	1,040,520	47,731.82	139,000.00	853,788.18	17.9%
104160 PUBLIC INFORMATION	370,140	0	370,140	16,371.84	500.00	353,268.16	4.5%
104170 ELECTIONS	780,340	0	780,340	33,248.28	.00	747,091.72	4.3%
104180 REGISTER OF DEEDS	1,414,941	0	1,414,941	71,571.24	3,500.00	1,339,869.76	5.3%
104190 PUBLIC BUILDINGS	3,359,386	0	3,359,386	187,105.21	80,000.00	3,092,280.79	7.9%
104191 DEBT SERVICE	2,750,991	0	2,750,991	70,517.65	180,814.00	2,499,659.35	9.1%
104300 JAIL	21,774,093	0	21,774,093	1,447,695.71	13,057.00	20,313,340.29	6.7%
104320 EMERGENCY COMMUNICATIONS	3,717,078	1,000	3,718,078	344,697.61	.00	3,373,380.39	9.3%
104330 EMERGENCY MANAGEMENT	1,253,474	0	1,253,474	97,594.47	.00	1,155,879.53	7.8%
104340 FIRE PROTECTION	173,134	0	173,134	5,500.00	.00	167,634.00	3.2%
104350 MEDICAL EXAMINER	220,000	0	220,000	.00	.00	220,000.00	.0%
104360 ANIMAL CONTROL	1,398,000	0	1,398,000	12,906.00	.00	1,385,094.00	.9%
104365 EMERGENCY MEDICAL SERVICES	3,100,404	0	3,100,404	210,695.82	70,650.00	2,819,058.18	9.1%
104370 PLANNING, COMMUNITY/ECON.DEV.	2,805,598	0	2,805,598	141,715.07	2,394.00	2,661,488.93	5.1%
104920 ECONOMIC DEVELOPMENT	280,000	0	280,000	31,731.00	.00	248,269.00	11.3%
104930 COOPERATIVE EXTENSION	361,541	0	361,541	21,571.24	.00	339,969.76	5.9%
104960 SOIL/WATER CONSERVATION	1,164,537	0	1,164,537	80,266.07	.00	1,084,270.93	6.8%
105110 MENTAL HEALTH	2,913,977	0	2,913,977	401,264.74	.00	2,512,712.26	13.7%
105130 HEALTH-CHRONICAL	313,577	0	313,577	16,500.00	55,182.00	241,895.00	22.8%
105150 HEALTH-IMMUNIZATION	203,257	0	203,257	2,500.00	.00	200,757.00	1.2%
105151 HEALTH-HIV - STD	715,000	0	715,000	353.91	14.00	714,632.09	.1%
105154 HEALTH-FAP	70,000	0	70,000	.00	.00	70,000.00	.0%
105155 HEALTH-TOBACCO AWARENESS & PERSON	68,933	0	68,933	6.16	.00	68,926.84	.0%

Ms. Radcliffe said this, of course, is for July. She said we're only one month into the fiscal year so not a lot to report there. She said you can see the first revenue there is ad valorem tax collection. She said go over to the fourth column, your actual collections for July are only $48,000 but that would be for the previous year's levies, where delinquents are still coming in and paying. She said bills for the 2021 levy have not gone out yet. She said I'm hearing they're supposed to go out in the next couple of weeks, hopefully. She said so that will be good, we'll start seeing our tax revenues start to roll in even though they go out in August people still don't typically pay until November, December and then that first week in January when the penalties are applied on January 6th. She said expense side there are no real variances to report for you there. She said you can go down to about the fifth one from the bottom on the first page and you'll see that negative available budget for the Health-General budget and that's just a really an accounting thing where the payroll all gets expensed to one department, and we have to do an entry to fix that and allocate it to the other divisions so that's not a real number yet because we have to do a little work with that. She said then, on the back page I've circled a couple of numbers at the bottom.



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FOR 2022 01

ACCOUNTS FOR: 10 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
105152 ADULT HEALTH SERVICES	122,822	0	122,822	115.25	.00	122,706.75	.1%
105158 HEALTH PROMOTION	222,458	0	222,458	13,993.55	2,179.53	206,284.94	7.3%
105160 CHILD HEALTH	338,028	0	338,028	2,850.99	.00	335,177.01	.8%
105161 BEHAVIORIAL HEALTH	124,401	0	124,401	.00	.00	124,401.00	.0%
105163 MATERNAL HEALTH	404,998	0	404,998	2,531.50	16,501.84	385,964.66	4.7%
105164 HEALTH-FAMILY PLANNING	396,336	0	396,336	963.55	247.61	395,124.74	.3%
105165 HEALTH-JAIL HEALTH	264,451	0	264,451	502.31	.00	263,928.69	.2%
105166 HEALTH-HEALTHY LIVING CLINIC	91,894	0	91,894	523.51	.00	91,370.49	.6%
105167 HEALTH-WIC	311,474	0	311,474	718.68	.00	310,755.32	.2%
105168 PREGGNANCY CARE MANAGEMENT	170,173	0	170,173	158.69	.00	170,014.17	.1%
105169 CARE COORDINATION FOR CHILDR	104,252	0	104,252	95.30	.00	104,156.70	.1%
105180 ENVIRONMENTAL HEALTH	754,005	0	754,005	6,869.75	.00	747,135.25	.9%
105185 HEALTH-AIDS CONTROL	60,499	0	60,499	.00	.00	60,499.00	.0%
105200 MENTAL HEALTH & RETARDATION	666,438	0	666,438	248,720.14	.00	416,717.86	37.3%
105300 SOCIAL SERVICES-ADMINISTRATI	8,124,454	0	8,124,454	808,920.06	78,164.83	7,237,369.11	10.9%
105330 STATE IN-HOME/AGING SERVICES	481,153	0	481,153	9,552.67	.00	471,600.33	2.0%
105361 WORK FIRST	80,400	0	80,400	.00	.00	80,400.00	.0%
105371 IV-D CHILD SUPPORT ENFORCEME	891,600	0	891,600	71,742.00	.00	819,858.00	8.0%
105421 SPECIAL ASSISTANCE	640,000	0	640,000	34,619.50	.00	605,380.50	5.4%
105441 FOSTER CARE	1,262,383	0	1,262,383	19,272.30	.00	1,243,110.70	1.5%
105451 MEDICAL ASSISTANCE	110,000	0	110,000	1,334.76	.00	108,665.24	1.2%
105480 ENERGY ASSISTANCE	531,374	0	531,374	8,678.69	.00	522,695.31	1.6%
105580 ALL COUNTY FUNDS	25,000	0	25,000	.00	.00	25,000.00	.0%
105820 VETERAN'S ASSISTANCE	68,585	0	68,585	7,143.43	.00	61,441.57	10.4%
105830 YOUTH SERVICES	247,454	0	247,454	16,681.70	.00	220,772.30	7.0%
105840 AID TO THE BLIND	11,468	0	11,468	.00	.00	11,468.00	.0%
105900 BEAUFORT COUNTY PUBLIC SCHOO	16,306,435	0	16,306,435	1,358,869.58	.00	14,947,565.42	8.3%
105920 COMMUNITY COLLEGE	3,500,143	0	3,500,143	291,678.58	.00	3,208,464.42	8.3%
106100 CULTURE,RECREATION,& MISC.	447,922	0	447,922	195,676.00	.00	252,246.00	43.7%
109100 DEBT SERVICE	2,750,991	0	2,750,991	70,517.65	.00	2,680,473.35	2.6%
109800 TRANSFER TO OTHER FUNDS	837,050	0	837,050	.00	.00	837,050.00	.0%
TOTAL GENERAL FUND	0	0	0	4,082,358.81	927,926.26	-5,010,282.07	100.0%
TOTAL REVENUES	-63,131,711	-1,000	-63,132,711	-1,724,511.96	.00	-61,408,199.04	
TOTAL EXPENSES	63,131,711	1,000	63,132,711	5,806,867.77	927,926.26	56,397,916.97	

Ms. Radcliffe said just because revenue shows a minus they're definitely not in the negative. She said that just indicates it's a credit, it's an accounting thing so July revenues are $1.72 million. She said the July expenses are $5.8 million. She

said the difference is $4.082 million just above that. She said so what this demonstrates to you is you know how we talk about the necessity for a general fund balance and one of the reasons we want to have a healthy fund balance is for cash flow and this really demonstrates that well. She said we had expenses of $5.8 million, we only took in revenue of $1.7 million in July so we relied on our fund balance for over $4 million in July to float us through the months until we can start collecting that tax revenue in November and December.

Chairman Waters said do you mind tracking that number. He said this is for the month of July, right, so this is for the first month.

Mr. Radcliffe said you mean the cash flow usage.

Chairman Waters said yes, that $4 million, if you can track it each month because that came up during the budget workshop.

Ms. Radcliffe said right, will do.

American Rescue Plan Act Funds Ordinance

Ms. Radcliffe said this is basically a correction on how we budgeted the ARPA funding, and this is based on additional guidance that you have in your book that came from the Local Government Commission. She said on page 360. She said they highly recommend that we put these revenues in a special revenue fund and back in June I placed them in the general fund, so this action just reverses it out of the general fund and places it in that special revenue fund, as directed by the Local Government Commission.

Motion: Commissioner Rebholz motioned to approve the budget ordinance and budget amendment. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 3

Electronic Sale of Surplus and Personal Property

Ms. Mosher said staff is asking for approval to be allowed to sell real and person property electronically, mostly through GoveDeals.Com. She said I've provided some information on how they do their sales. She said this does not stop us from doing it through the old version, but it does give us a much wider audience on property sales and surplus and things like that. She said just about every county in the state uses them in one manner or another.

Commissioner Richardson said who is hands on in running this and making this work.

Ms. Mosher said that would be me. She said I actually have a representative at GoveDeals.com who I can talk with, they'll help me set up the ads, talk me through it and I can also contact them if there's an issue.

Commissioner Richardson said so if we approve the disposal of surplus property you would take it and put it on the website.

Ms. Mosher said yes sir, I would monitor that personally.

Commissioner Richardson said how and where do people see the property in these things.

Ms. Mosher said there's a search engine on it. She said you can put in what you're looking for, but they also do marketing, especially with the bigger properties.

Commissioner Richardson said properties I'm not concerned about. He said I'm more interested in a batch of computers for sale or cars for sale.

Ms. Mosher said people go in and the way that you can look on the search engine is you can put in specifically what you're looking for or you can look in a certain area. She said I know cars get a lot of traffic.

Commissioner Richardson said that's the search but say I've found a car that I'm interested in, who do they contact and how do they get to inspect the car before I make an offer.

Ms. Mosher said they can actually, Holly Jones, who is our purchasing officer actually does the vehicles and those kinds of things and they will and can contact her, our emails are on there.

Commissioner Richardson said she has them in a place where they can come see.

Ms. Mosher said yes sir. She said we do sell everything as is, just to clarify. She said we don't make any repairs or guarantees at all.

Motion: Commissioner Rebholz motioned to approve the sale of real or personal property electronically. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 4

County Website Design

Mr. Alligood said this is the item you had on the agenda last meeting and there were some questions that were asked of the County Attorney. He said it's my understanding that all information that was requested has been provided. He said I know I provided information to the Board and the County Attorney provided information to the Board so we have this back on the agenda for your consideration and we would make the same recommendation, that you allow us to move forward.

Commissioner Richardson said I have a couple of questions before we get into this. He said one of them has to do with why do we need to change the website. He said what are the problems with the website.

Mr. Alligood said the reason we put this out to bid is because the Board voted 6 to 0 on October 5, 2020, to do this.

Commissioner Richardson said but the Board didn't specify any reasons for doing this.

Mr. Alligood said we were directed by the Board to put it out for bid, so we put it out for bid.

Commissioner Richardson said what I'm getting at is there really a need to do this.

Mr. Alligood said the Board thought there was and we as staff take that under, we do what you say.

Commissioner Richardson said is anybody on the Board can tell me what the defects are.

Chairman Waters said for one thing the contract was expiring.

Commissioner Richardson said that's not a defect.

Chairman Waters said that was the reason it was on the agenda; it was coming up for expiration, so we put it out for bids.

Commissioner Richardson said but what are the problems with the website that we need to spend all this money to fix.

Commissioner Rebholz said I don't think that's the point. He said there was no discussion regarding that. He said my recollection was the contract was up, Commissioner Deatherage was in favor of going out for bid, so we just approved going out for bid.

Commissioner Richardson said but again, as a Commissioner with fiduciary responsibility, if it doesn't need fixing my question to the Board is why are we fixing it.

Commissioner Rebholz said because you still had to go out for bid.

Commissioner Richardson said we didn't have to go out for a bid. He said you just renew the old contract and keep right on going.

Mr. Alligood said Mr. Chairman, I think the other matter was it, according to the County Attorney it can't be continued the way it is.

Commissioner Richardson said okay, let's go to that issue then. He said as the County Attorney you have produced your opinion piece as to why Commissioner Deatherage can't continue to provide this service, in writing.

Mr. Francisco said is that a question.

Commissioner Richardson said that's a question, yeah.

Mr. Francisco said have I done that, yes I did.

Commissioner Richardson said that was presented in the email on what date. He said can you identify the document.

Mr. Francisco said I didn't bring my file. He said I didn't think we would be doing this tonight.

Commissioner Richardson said we asked you at the last meeting to produce it in writing.

Chairman Waters said it was. He said it was in an email.

Commissioner Richardson said is this the email you sent to the Commissioners.

Mr. Francisco said yes.

Commissioner Deatherage said is it the one that says memorandum at the top.

Mr. Francisco said did you see it. He said I sent you a copy.

Commissioner Richardson said we're just trying to identify the document. He said how can you identify the document that is your legal opinion that Commissioner Deatherage can't continue with this.

Mr. Francisco said there were several things in what I sent you. He said one of which was that he was receiving payment on something and had a contract on something that put him in violation of the law.

Commissioner Richardson said it's your opinion that he's in violation of the law, is that correct.

Mr. Francisco said correct.

Commissioner Richardson said that's in the email that you sent out that Commissioner Deatherage is violating the law.

Mr. Francisco said the Hyde County case, the court of appeals, yes.

Commissioner Richardson said what law is that.

Mr. Francisco said North Carolina law.

Commissioner Richardson said which one. He said which general statute is he violating.

Mr. Francisco said I don't know off the top of my head. He said it's in Chapter 14, criminal laws.

Commissioner Richardson said criminal laws, but there's a general statute that says if the population is less, any city is less than 15,000 and gives some stipulations that Commissioner Deatherage is in, how is he violating criminal law.

Mr. Francisco said it doesn't apply in his case and I pointed that out in my memo to you too.

Commissioner Richardson said the criminal law doesn't apply in this case.

Mr. Francisco said the criminal law applies; the exception does not apply.

Commissioner Richardson said okay, the exception does not apply to Commissioner Deatherage, but the criminal law does apply to Commissioner Deatherage.

Mr. Francisco said yes.

Commissioner Richardson said okay, thank you.

Commissioner Rebholz said the email was dated 6/17 and it went to all of us, in terms of Mr. Francisco's opinion.

Commissioner Richardson said is that the email we're talking about.

Commissioner Deatherage said it couldn't be, there's no way that it could be.

Mr. Alligood said Mr. Chairman, I've pulled my emails up real quick. He said there's an email from the County Attorney to the Board on July 9th. He said the subject matter is Bid for Website-Deatherage and it says I'm attaching a memorandum of conflict of interest matter involving Commissioner Deatherage.

Commissioner Deatherage said is that the email that you assert is your opinion.

Mr. Francisco said I believe it is.

Commissioner Deatherage said I need to know for sure.

Mr. Francisco said this is not even on the agenda tonight. He said I would have brought it. He said I don't keep all that information up here so I'm telling you what it is and he's telling you what it was.

Commissioner Deatherage said so you agree that is the email.

Mr. Francisco said I think that's it.

Commissioner Deatherage said you think so.

Mr. Francisco said I think so.

Vice-Chairman Langley said are you going to do this every week.

Commissioner Deatherage said this is important.

Vice-Chairman Langley said it's strictly important to you.

Commissioner Richardson said if it's important to the County it's important to the Board.

Vice-Chairman Langley said no, no. He said you all are taking your private stuff and putting it on display here and we don't have time for it. He said we're going to do the whole county's business, not just Commissioner Richardson and Commissioner Deatherage's.

Commissioner Richardson said let's put it this way, this Board can't give a reason why they want to dissolve this existing contract and do a new contract other than to accuse Commissioner Deatherage of being a criminal. He said is that correct.

Commissioner Booth said no, that's not correct.

Commissioner Richardson said well tell us what is correct.

Commissioner Booth said to tell you what is correct, I don't know what this Board did, but Edwin Ernhart Booth did not accuse Commissioner Deatherage of being a criminal, so you've got to go back and regroup that. He said have I ever accused you of being a criminal.

Commissioner Deatherage said no.

Commissioner Richardson said your mouthpiece did.

Commissioner Booth said so you did then because he's yours too.

Commissioner Deatherage said I think it's important we do the business of the people properly.

Chairman Waters said gentlemen, we had a discussion last time, we've heard from the attorney, it's on the agenda.

Commissioner Deatherage said yes, it is on the agenda.

Chairman Waters said it's on the agenda for a vote and I'm assuming that you want us to vote to excuse you.

Commissioner Deatherage said we can't do that.

Commissioner Richardson said he's not a part of it.

Chairman Waters said that's right, you're not, so you can vote on it. He said you can vote on it.

Commissioner Richardson said he's not being considered for the contract, he can vote.

Chairman Waters said that's right, I apologize.

Commissioner Deatherage said is it my time to speak.

Chairman Waters said yes, you've got the floor.

Commissioner Deatherage said since this all started with an opinion from Freda Bluestein I still haven't gotten a copy of that opinion from Freda Bluestein.

Mr. Alligood said I have sent you the emails I got from her. He said you still have not sent me the emails you said you got from her.

Commissioner Deatherage said I sent you that email on October 6th. He said it says the law generally prohibits, this is from Freda, from having a contract with a unit of the government, as you know there is an exception for small counties. He said this is her telling me, I'm not asking. He said I told her this is a very political situation, it's politically charged, you're walking into a minefield, this is what she said, if the requirements for the exception still apply no city or county larger than 15,000 and the contract above $40,000 within a 12-month period you're probably okay. He read I think it would be appropriate for the Board to adopt a special resolution, required under that statute to make sur that the Board approves of

the continuation of the contract under the exception. He said that would be the bid process. He said now, I didn't get it. He said did you send it to Stan@BeaufortCountyNow or did you send it to my government address because I haven't seen it either way.

Mr. Alligood said no sir, I sent it to your government address, and I sent it to every County Commissioner. He said you are included in that.

Commissioner Deatherage said can you tell me what date you sent that.

Mr. Alligood said no I can't. He said I only deal with Beaufort County addresses. He said I don't send to other addresses.

Commissioner Deatherage said well, you know, my business address is my business address, and it depends on which hat I'm wearing. He said if I'm being told as a County Commissioner that there's a problem then that's one thing. He said if I'm being told as Stan Deatherage, a vendor, that's a different issue all together and that should go to my business email.

Mr. Alligood said and Commissioner Deatherage, that is the issue right there, the conflict.

Commissioner Deatherage said well this came up just six days after the bid was submitted that I was 40% of the guy you really want to use.

Mr. Alligood said the request was made by the Board.

Commissioner Deatherage said I think you guys have had long enough and the School of Government has had long enough, giving me three different opinions from the School of Government and you, your staff, the attorney, these Commissioners have had years to decide if I had a conflict or not and it just happens, by timing, six days after the bids come in, I have a conflict, oh, I'm 40% of the lowest bid. He said I think it's a political situation. He said this is not a governing situation, this is not a business situation, it's a political situation. He said now you Commissioners, like Vice-Chairman Langley alluded to, he wants to do the business of all people, which means we just do the business that's important to him. He said you guys can make this decision right now. He said you can say right now, Stan, we don't want to do business with you. He said you don't have to say it's a conflict of interest. He said this is a tortured opinion coming from this attorney, but it came from him, and it has become the news of the day, and this gives you the out to do this. He said you can do it from a political standpoint. He said you can say we love the guys from Manhattan Kansas, so what it's three times the money for the people of Beaufort County, we want a change. He said you can just say that and then you've got to live with it but let's not say it's a conflict of interest when we really haven't gotten a suitable opinion from our attorney or the Manager, who keeps sending me the Freda Bluestein opinion. He said and I want something to go to the Attorney General and find out what he says because the general statute is the general statute. He said it is written by our general assembly. He said I take that to be sacrosanct in the bid process and I expect that to be the last word and it needs to come from the attorney general. He said now you guys can do whatever you want tonight but we are still going to go and look and find out what is true in that respect.

Commissioner Rebholz said that's the general statute.

Commissioner Deatherage said I've got the general statute, I've read it.

Commissioner Rebholz said you've got to read the whole thing though.

Commissioner Deatherage said I've read the whole thing.

Motion: Vice-Chairman Langley motioned to approve the contract with CivicPlus. Commissioner Booth seconded.

Commissioner Deatherage said I'm not going to vote.

Commissioner Richardson said you need to ask permission not to vote. He said if you're not going to vote.

Commissioner Deatherage said I don't think I should vote. He said I've never voted on the making of money or not making money. He said I was told by the School of Government three times, and you have a small county exemption Commissioner Deatherage but do not vote and I'm not going to vote. He said I don't want any perception of a conflict of interest so I'm not going to vote.

Motion: Commissioner Deatherage motioned to be excused from voting. Commissioner Richardson seconded.

Chairman Waters said does this require a unanimous decision by the Board to excuse him.

Commissioner Richardson said no.

Chairman Waters said it does not, okay, just the majority.

Mr. Alligood said Mr. Chairman, just from the standpoint of if you have a conflict I think Commissioner Richardson said at the beginning of this that Commissioner Deatherage is not on this so he does not have a conflict now so he has an obligation to vote under the statute unless you excuse him for a conflict and if you determine there's a conflict, I'm not sure he has a conflict if he's not on this item but that's for the Board to decide.

Chairman Waters said okay, we have a motion and a second.

Commissioner Richardson said we're voting on what here now.

Chairman Waters said we're voting to excuse, recuse Commissioner Deatherage.

Commissioner Booth said so what is the conflict.

Chairman Waters said that's open for your interpretation. He said according to the County Manager there is no conflict.

Motion: Commissioner Deatherage motioned to be excused from voting. Commissioner Richardson seconded.

Yes Vote	**No Vote**
Commissioner Deatherage	Chairman Waters
Commissioner Richardson	Vice-Chairman Langley
Commissioner Walker	Commissioner Booth
	Commissioner Rebholz

Commissioner Walker said I'm not voting for it. He said once again, I want to see local dollars stay in Beaufort County. He said this isn't in the city or the County, it's not even in the state, it's going to Kansas so I'm not voting for it. He said whether Commissioner Deatherage does it or not I'd like to see local people participating.

Commissioner Richardson said I have a reason to when you're ready.

Chairman Waters said you want to go ahead and comment.

Commissioner Richardson said I'd just like to say the people who are being awarded the contract are charging three times what Commissioner Deatherage has volunteered to continue providing the service for and he got this contract when he was not a Commissioner and bid on the work. He said this Board has shown no reason for changing the present system. He said nobody has stated a defect in the present system that Commissioner Deatherage has provided so I'm voting against it.

Chairman Waters said I'm voting for it because of the fact that we put it out for bids, and it is a conflict based on the fact that we put it out for bids based on the interpretation so let's vote.

Commissioner Deatherage said I get to speak.

Chairman Waters said I think you've already spoken about how you feel about it.

Commissioner Deatherage said yeah but it's come around again.

Chairman Waters said this is your last time.

Commissioner Deatherage said okay, that's fine. He said I voted for it to go out on bid because it was represented to this Board as not a conflict. He said the Manager said he understood the small county exemption at that time. He said everybody knew that. He said now if this is a play with the attorney and you guys to get me out of it and bring in this play of, because we bid it out you're finished Stan then I think that's a pretty sorry way to get rid of a Beaufort County citizen who's given you the best service you've ever had on a website. He said so if that's what you want to do and be known for that and make this a political issue, which you are doing because this is no conflict. He said we're going to find out just how big of a conflict this is when we go to the General Attorney's office so, and we do have the opinion now from our attorney, or your attorney, not mine, and we'll find out what it is. He said I will report, maybe not back to you because you guys are completely unconcerned, but I will report on this. He said it is a political issue and we'll keep it in the political realm. He said it's not a conflict.

Motion: Vice-Chairman Langley motioned to approve the contract with CivicPlus. Commissioner Booth seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	Commissioner Walker
Commissioner Rebholz	

See Addendum 5

Parental Permission for Vaccines

Commissioner Rebholz said over the course of the last several months I've had multiple people inquire about this minor authorization to consent and what that possible impact could be on vaccines. He said so what I passed out to you is a copy of the opinion from the School of Government on minors authorized to consent. He said what it references is N.C.G.S. 90-21-.5, it authorizes a physician to accept the consent of a minor for medical health services for prevention, diagnosis or treatment of venereal disease or other communicable diseases, which certainly would include Covid. He said it further says that it expressly authorizes the physician to accept the consent of that minor and that the NC Attorney General advises that this authority extends to nurse practitioners and physician assistants. He said so the question I have, and I'm trying to get a handle on is given this, what is going to be the policy within Beaufort County, primarily Beaufort County School as to how they're going to be giving out, if they're going to try to use consent, minor consent in order to give vaccines. He said I don't know as we have any of that information here, but I guess I would like to ask that we request of the Superintendent what their policy is going to be, or the School Board because the potential exists. He said in fact there's another one out there right now that says in North Carolina the State Department of Health and Human Services has affirmed the rights of minors of any age to receive the Covid vaccine without parental consent if they are able to understand decisions about their health. He said that's the thing that has to be determined first but that's in the eye of whoever the beholder is, whoever is asking the questions. He said so I think it's important for us and the public to be aware of what the policy of the school board and the district is going to be. He said can we do that Ms. Mosher.

Ms. Mosher said yes sir.

Commissioner Richardson said I think when we do that you probably should have a copy of the statute having to do with minor consent because if I remember correctly when it was passed it was very specific in what services a physician could provide without parental consent.

Commissioner Booth said all you want is just their policy.

Commissioner Rebholz said yes.

County Police Force Update

Commissioner Richardson said the first one is the police report. He said the Police Committee met last month, they'll be meeting again in August, I think it's the 26th of August that we meet again at 6:00 PM here in this room. He said the public is invited. He said there's controversy about what's going on with the Police Committee meeting. He said it troubles me that we have people out there trying to make hay about what goes on at the Police Committee meeting. He said it's not truthful, they're simply uninformed and they need to get the factual information before they start making comments about what we're doing otherwise we're going to have some very public discussions about who knows what they're talking about and who is simply throwing darts to try and make a political advantage. He said at the Committee meeting we're going to decide when to meet with the Gaston County Commissioners. He said we have been in contact with some of those people and we have very positive reports so far. He said I will mention a couple of things that came up last meetings. He said Sheriff's reports. He said we have asked for the Sheriff to give us reports on contacts on a monthly basis, whatever reports he wants to give us. He said there were no reports given from this month. He said I'll refer you to the Gaston County website where you can see all the Sheriff's reports, not Sheriff's reports but police department reports on the crime level in Gaston County. He said it would be very interesting for the people of this County to see those crime reports because I think drugs are eating us alive any way that you look at it and I think there's a lot of things going on that are simply covered up and we don't know about and if we see those reports the public would be able to ask questions and be much more informed so I'm making a request of the Sheriff that he provide us with those reports. He said whatever reports he has that he wants to provide us with, and he knows what's the easiest thing for him to do.

Filming of Commissioner Meetings, Point of Contact

Commissioner Richardson said the Manager has presented us in this booklet with a list of places that the public can have access to the filming of Commissioners meetings. He said I hadn't seen all of those at one time. He said there are probably some gaps in the public having access but for those who need this information I think if you'll contact the clerk I think she'll be glad to email it to you as to how to access it and what goes on at Commissioners meetings. He said one question that I have that I haven't looked into, streaming meetings. He said this meeting is streamed, does this mean that during the month that you can go to this same site and pick up the Commissioners meeting again.

Mr. Alligood said yes sir, you can. He said speaking of streaming, we've lost our stream actually. He said the encoder was kicked out and Vimeo shut out but yes sir, you can. He said it takes about 10 minutes after the meeting and we close the live streaming session, it takes about 10 minutes for Vimeo to process it and then it uploads it to the Vimeo site, and it just stays there. He said ever since we started live streaming you can go back and get those meetings. He said what we'll do tonight, and we've done it before is you're still recording and what we'll do is take the one that's messed up and replace it with ours because we've lost, right now anyone who's watching live isn't able to watch right now because we've lost the encoder stream. He said but yes, it is available out there. He said they're also on the YouTube channel, the County has a YouTube channel and historically they've been on there.

Commissioner Richardson said if people have questions about this they can, of course contact any Commissioner, they can contact me and of course the Manager's office and whoever will be glad to help them.

Use of ARPA Funds for a Storage Building

Commissioner Richardson said one of the things that I'd like for us to do tonight, we weren't really complete when we met on the ARPA funds. He said we voted one thing and that was it, the meeting was over with. He said we need to go back and take a look at this storage building and to do that you have to make a motion to direct the staff to put this on the list and start investigating. He said it's not an approved item, but it gets the ball rolling.

Commissioner Rebholz said we did direct the staff to go and do the water and find out what that would take and that hasn't come back yet so I don't know if we, and we've got an updated dollar amount on the building of $1.2 million.

Commissioner Richardson said yeah but we haven't dug, in my opinion and maybe more has been done than I know about but enough of a complete study of what would be going into the building, what services we'd be providing in the building

and for instance, is part of it going to be climate controlled and these are things we just need to be talking about as we roll towards getting this done. He said it's true you may kill the project but it's free funds and free money.

Mr. Alligood said you're right in that if we picked a general location out by the water plant, the city's water plant where we have some property. He said we looked at that and said give us the biggest building you can put out there, I think it was 16,000 square foot building. He said if we were to move to other places you could probably go with a bigger building. He said that building was with a loading dock and some condition space, which we would want some conditioned space was right at $1.196 million, or $1.2 million. He said we could refine that further down if there was a different location or we put it at one of the industrial parks, maybe something like that, have a conversation with Washington about that. He said our goal on pushing forward, like when we talked during the budget about the storage facility was that the ARPA funds will allow you to do that if you're going to use that facility to receive disaster supplies and redistribute those. He said thank goodness that doesn't happen every day for us so there would be an opportunity to use that facility for other measures as long as we had it available for emergency use. He said I think we could balance that out and make certain that occurred, but I do think that we could take off the table that we're currently doing in a facility like that. He said we just can't lead with that because they would say that's not what it's for.

Commissioner Richardson said I understand. He said you know; I think that as a Board we should give a stronger authorization to the Manager to proceed with these studies. He said I don't want to see things fall.

Mr. Alligood said the Public Works Director and her staff are currently working on their recommendations on water projects, whether that be loops they need to close, extensions they feel like need to be put in, skata system, other things like that, they are working on that.

Commissioner Richardson said along the lines of that, another request that I have, it may be an incomplete list but a list at the next meeting of their proposed projects and about what they're going to cost because we have some issues here like the people south of Aurora that were in here wanting stuff. He said we have some other incomplete things like, I know the Robert Whitley thing is controversial, but we need to decide on that. He said you could argue that he's equally as entitled to the use of those funds as anybody else is. He said these are issues that we need to keep pecking away at as we proceed to get resolved.

Mr. Alligood said we will have the Board a list at the next meeting. He said the Public Works folks just haven't had an opportunity to get a number on it yet. He said they wanted to get a number on it so that you wouldn't, so you could have a general idea of what you could do and not get to far down the list and not have enough money to do some of it.

Commissioner Richardson said I don't care how incomplete the list is I'd just like to see a list and more information on the agenda on these things because it's going to take some talking about and we will save months of time if we go ahead and do this now.

Chairman Waters said I've got a question as it relates to that building. He said can you go ahead and build into it the storage for the Sheriff and what I'm getting at is if you admit that it's a $2 million building and $1.5 is for the purpose that's eligible and $500,000 is for something that's not can you go ahead and build that building and only fund the $1.5 million.

Mr. Alligood said I think you can, I think you just have to be careful of how you package it and not lead with this is going to save the County money by not storing stuff in other places. He said yes, that's a secondary benefit but our primary goal is to have an area with some conditioned space where we can store emergency supplies that come in from FEMA to allow us to respond to a disaster, including another pandemic. He said but during that timeframe, over anticipating another one to occur we can use it for other things as well.

Chairman Waters said the $1.9 million, does that include the area that was needed for the Sheriff's Office.

Mr. Alligood said the $1.9 million looked at a sheet metal building with concrete pad, egret entrance on one side, a shipping dock on the other where you could bring in 18-wheelers and they could dock at it. He said it included some work interior to be able to do some storage. He said if we were to do something specifically for some of the Sheriff's Office stuff we would have to add in some security measures and some condition space specifically for that and we didn't get into that detail when we were talking about that.

Chairman Waters said I agree with Commissioner Richardson that we need to give you whatever input. He said if it requires a motion or if you, it sounds like it's already in the process and you're going to bring us back the information we need to come up with an approval.

Mr. Alligood said yes sir, you will have on the next agenda an item that will include the Public Works Director laying out for you her recommendations based on her priorities. He said we'll give you a number on the building and then you will make a decision on how you want to allocate those out.

Chairman Waters said is that okay with you.

Commissioner Richardson said I think so. He said the process is what I'm more concerned about than anything.

Use of ARPA Funds to Improve County Library System

Commissioner Richardson said I know the library is a long shot. He said I don't want to give up on it until we're finally at the end of the rope because the library system in Beaufort County, while we have some good libraries, they're small libraries, they're incomplete libraries. He said I think we have an opportunity to have a much better library system than we have right now. He said whether that comes under infrastructure with all these definitions, I understand what people are telling me. He said I just don't want to see it die.

Use of ARPA Funds for Courthouse Basement/Jail

Commissioner Richardson said I think we need to get aggressive about this because there's opportunity here to build out the basement of the jail, save ourselves some money and provide better cells and service than we have now. He said we need more isolation cells. He said there's an opportunity maybe to provide some different services like these attorney meeting rooms we keep hearing about. He said a whole bunch of other opportunities there and its infrastructure and we can use it. He said the argument would be we're reducing the density and that helps with the Covid thing so I would like to see us go ahead with some minimal studies to see about what that would cost and find out from the Sheriff how they would like to see it developed so that we can all start looking at floor plans to do it.

Chairman Waters said the jail committee, you want to comment on that. He said we had the architect come in and kind of give us some ideas on what we could change in there.

Mr. Alligood said he did. He said the architect did the last upgrade for us and actually did the one previous to that. He said he came in and made a presentation to the Jail Committee and said yes, he felt there could be expansion in some other areas. He said obviously that's going to take away from other areas. He said the critical piece about that, of course, is the health considerations and having more space to spread the folks out is something that we see, in some of the questions that were asked to the Treasury, they said clearly no, you can't go building a new jail but you could take your existing jail and do some modifications to it to help with isolation areas, more space to spread folks out and isolate them because we did have, there was a challenge in that. He said the Sheriff's Office did a great job with the nursing staff they had from the Health Department in testing folks and make sure they're quarantined and away from others. He said obviously more space would always help and if you could put in some negative ventilation, some negative pressure rooms that would be beneficial as well.

Commissioner Rebholz said we didn't ask this when James was here, but do we know if there has been any outbreaks of Covid, this Delta in the jail.

Mr. Alligood said I'm not aware of any. He said that doesn't mean it hasn't happened but I'm not aware of any.

Commissioner Rebholz said Deputy Chief Rose, just yes or no is fine.

Chief Deputy Rose said our protocols for Covid have been pretty consistent. He said I haven't heard of any positive tests within the last couple of weeks, but it seems like everything else is spiking. He said just understand that we are bringing in people constantly and as I'm telling you that they might be bringing someone in that's popping positive right now. He said the other thing I wanted to mention is that you, the Commissioners get reports on the population that we have in the jail and just note that it is getting back to pre-Covid numbers steadily and increasing. He said where before we were in the 20's and 30's, we're steadily in the 40's and 50's and I don't see why that number is not going to keep on going up. He said just for your consideration and your planning conversations.

Ban Use of Public Funds to Teach or Promote Critical Race Theory

Commissioner Richardson said the next item is going to be more controversial, but it concerns banning the use of public funds to teach or promote critical race theory. He said a lot of people are going to say this is up to the school board more than it is Commissioners. He said yes, that's true but the money comes through us and in some counties commissioners have taken a position on it and there's nothing that says we, as Commissioners, cannot take a position on it. He said so my motion is public money shall not be used to teach or promote critical race theory in Beaufort County schools, that's a motion.

Motion: Commissioner Richardson motioned that public money shall not be used to teach or promote critical race theory in Beaufort County Schools. Commissioner Rebholz seconded.

Commissioner Deatherage said I agree. He said if it's a question of funding, Commissioners do the funding. He said right now the federal government is playing games with funding, if you don't do what we tell you to do we're going to take your federal funding away, which is, I think schools would be wise if they got rid of federal funding and then they wouldn't have to listen to the federal government because the federal government, right now, is FUBAR, 100%, top to bottom. He said critical race theory is the now kind of wow thing. He said most people don't know what's in it, I do. He said nothing of good is in it. He said it teaches things that are so out of whack with the history of our nation. He said it's done as a political ploy to bring people under a political tent that are disconsolate and unhappy with America. He said what it does is it fractures Americans into different categories and different groups and says you are different, you deserve more than this person and we're going to get it for you, keep voting for us. He said we see it going on at the border. He said here we are talking to Jim Madson about the Delta variant, and we've already let one million people in this year across the border because it's politically expedient. He said now I'm hearing they want to give these people political amnesty or start amnesty for folks and that ain't going to happen. He said it's all part of the same plan. He said come to us, vote for us, we'll give you Marxism and then we'll stay in power. He said what people don't know is once you lose your freedoms in this nation, once you stop teaching that freedom are fought for and gained in this nation, Marxism is not going to work. He said people aren't that smart anymore. He said they think oh, if I can get something for free, like I've gotten in Covid my life would be perfect, I can just live off society. He said so we've got a problem here and it's all tied to those political supplicants who would do anything to this republic to stay in power and we see it going on in Washington D.C. right now.

Commissioner Walker said help me out here, I thought we were just responsible for the buildings.

Commissioner Deatherage said no, the buildings are what we have to do. He said the elective funding is what we do as a matter of course to stay competitive with other counties.

Commissioner Walker said what kind of punishment would we give.

Commissioner Deatherage said the buildings are probably about 25% to 30% of the funding that we give. He said the rest of it is elective funding.

Commissioner Walker said what punishment, if it happens to just show up, what is our punishment. He said what's the end game.

Commissioner Richardson said we can look at it when the budget comes up next year.

Commissioner Deatherage said the schools get a lot more money from us than they do from the federal government, so the idea is they'll do the right thing. He said I think they'll do the right thing anyway; I really do. He said I feel that our school board is pretty smart. He said I think our superintendent is pretty smart and they'll do the right thing. He said we just need to give them the benefit and every scrap of encouragement that we can to do the right thing.

Commissioner Richardson said we need to support them all that we can. He said critical race theory teaches segregation. He said it teaches us that some of us are better than others and it brings us back into racial groups. He said a lot of progress has been made on integration over the last 30 or 40 years. He said critical race theory, because it serves the communist purpose of division of the nation teaches segregation, you are different than I am and I'm teaching you that. He said we don't need to go through that again.

Chairman Waters said to get back to your question Commissioner Walker, I don't have any problems if we have a motion and we ask them not to teach it but I think any times we get into the funds, in our budget process we approve operating money and we approve capital money but we don't tell them you can't teach math or you can't teach sex, those kinds of things so I don't like the idea of saying we're going to ban the funds, public funds but I do think we can take a stand as far as teaching.

Commissioner Walker said does that mean Commissioner Richardson needs to rephrase his motion.

Chairman Waters said we don't have a motion on the floor do we.

Commissioner Richardson said yes. He said I'm just saying we're not going to use public funds to teach critical race theory.

Chairman Waters said I guess my point is we can't track dollar for dollar.

Commissioner Richardson said that's correct, we cannot track.

Commissioner Rebholz said public money is everybody's money.

Chairman Waters said that's right, that's federal, state, and local.

Commissioner Richardson said well we can only control our money. He said I don't know that we'd hand out a punishment. He said I answered Commissioner Walkers question directly as a question. He said if the inference here is that I support taking school funds because they're teaching this, I don't. He said this is a policy thing. He said there are many other political ways to resolve this issue rather than the use of funds. He said I'd go to those things before going to funds. He said it's who you elect to the school board, it's public outcry, there's just a lot of tools out there to work against it but I think we need to give the schools as much of a message as we can that this is not to be taught so if you want to remove the use of funds from that then we can rephrase it so the money part comes out of it because I don't think the money part makes a difference. He said the Chairman is correct, you can't track a dollar as to what it's doing.

Chairman Waters said would you restate your motion. He said Commissioner Deatherage do you agree to that.

Commissioner Deatherage said yeah, I do but the thing is if we discover that it's happening we need to be prepared to put some teeth in it at some point.

Commissioner Walker said they say it's not in the state curriculum. He said I think what happens when it shows up is we have maybe a rogue teacher that's just testing the waters to see if they can get it through.

Commissioner Deatherage said it is slipping through real hard. He said we've got a lot of people very politically active right now and they're not real smart and some of them are in the education industry and our children are suffering because of it.

Commissioner Richardson said along those lines I think Superintendent Cheeseman said it best when he said the only way I really know what's being taught in the classroom is when I stand outside the classroom and listen so from that standpoint

we're talking about public pressure on the school system to not teach this. He said if we find out certain teachers are teaching it then we know where the problem is, and we know what to do about it.

Commissioner Walker said I like your changes on your motion.

Amended Motion: Commissioner Richardson motioned that the Beaufort County Commissioners are opposed to the teaching of Critical Race Theory in Beaufort County Schools.

Yes Vote	No Vote
Chairman Waters	Vice-Chairman Langley
Commissioner Deatherage	Commissioner Booth
Commissioner Rebholz	
Commissioner Richardson	
Commissioner Walker	

Oppose Mandatory Face Masks

Commissioner Richardson said the Health Director gave us a real good report on why we need to pass this particular resolution. He then read:

Whereas, *the risk of loss of life by those in the population who are less than 65 years of age is presently minimal; and*

Whereas, *Vaccines to combat the Covid virus are available to all citizens above the age of 12 years; and*

Whereas, *more than 95 percent of the small number of people in the population who now contract the Covid disease and are hospitalized have not been vaccinated; and*

Whereas, *decisions about personal health practices and protection from the Covid virus are a right of the individual citizens.*

Therefore, be it resolved, *the Beaufort County Government is opposed to the mandated wearing of masks by any population or part of the population.*

Commissioner Richardson said this is a personal decision. He said I don't fault anyone for not wanting the shot, I don't fault anyone for not wearing a mask, that's it, it's a personal decision and people shouldn't be discriminated against because they make their personal decision. He said one of the reasons I brought this particular resolution up is because of what's going on in the public press at the moment. He said they're trying to stampede us into being terrorized about what's going on and when you look at the statistics and numbers you find out there is literally no truth in what they're saying so we need to take a stand on this before and let people know where we stand before government starts trying to impose this stuff on us.

Chairman Waters said Commissioner Richardson I've got a question. He said where you say mandated wearing of masks by any population or part of the population. He said as you well know, Vidant has already said that, no that was vaccines, but you've got companies that are going to require masks and you're saying any part of the population.

Commissioner Richardson said well it says we're opposed to it. He said that doesn't mean, there's no force of law in this, there's no punishment in this. He said this is our opinion, we don't want the whole population put under a mandate. He said now, if somebody running a business decides in order to come into my business you have to wear a mask, I don't fault him, that's his business, he can do whatever he wants to but as a general policy, what I'm afraid of, quite frankly, is the President of the United States is going to wake up tomorrow morning in one of his stupors and decide that everybody needs to wear a mask every day, everywhere and we need to be pushing back on that before it gets started. He said that's the main thing I'm interested in. He said it's still a matter of personal choice and if you're a business it's a matter of your choice as to what you want to do and how you want to run it. He said I carry a mask with me almost everywhere I go so as

a courtesy, if other people are wearing it I'll put it on. He said if a business says you need one to come in here I'll put it on but it's a personal decision and we need to keep ourselves free under the Bill of Rights because it was almost torn away from us in the last two years by the actions of a lot of government officials.

Motion: Commissioner Richardson motioned to approve the above resolution. Commissioner Deatherage seconded.

Yes Vote	**No Vote**
Chairman Waters	Vice-Chairman Langley
Commissioner Deatherage	Commissioner Booth
Commissioner Rebholz	
Commissioner Richardson	
Commissioner Walker	

Closed Session

Ms. Mosher read the Board into closed session.

Motion: Vice-Chairman Langley motioned to go into closed session. Commissioner Booth seconded. The vote was unanimous.

Motion: Commissioner Rebholz motioned to come out of closed session. Vice-Chairman Langley seconded. The vote was unanimous.

Chairman Waters said in the closed session we had recommendations on four different parcels where the previous market value has been changed or has a recommended value by our Tax Assessor. He said I need a motion to ratify the recommendations.

Motion: Vice-Chairman Langley motioned to approve the recommendations from the Tax Assessor relating to the value of four properties in the County. Commissioner Walker seconded. The vote was unanimous.

Motion: Commissioner Rebholz motioned to adjourn. Vice-Chairman Langley seconded. The vote was unanimous.

Adjourned at 8:23 PM

Respectfully submitted to you by:

Kathleen Mosher, CMC, NCCC
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Health
2. Budget Amendment, Health
3. Influenza Vaccine Purchase Request
4. Year End Reallocations, Health
5. Reallocation of Funds for Longevity
6. Refunds Over $100
7. Refunds Over $100
8. Southern Albemarle Assoc. Delegate Recommendations
9. Minutes Approval

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 08/02/2021

FY Budget: FY22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
109991-499100	Appropriated County Fund Balance	$23,655	
100600-460000	Misc Health Grant		$17,000
105161-519300	Behavioral Health Professional Services	$6,655	

Department Justification:

- Kate B Reynolds Grant received in FY21. Carryover request of unspent grant funds. $17,000 was originally budgeted in FY22 as anticipated carryover; correcting line as revenue was received by county in FY21.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	James Madson James Madson (Jul 22, 2021 13:55 EDT)	Jul 22, 2021
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 08/02/2021

FY Budget: FY22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445197	COVID: Enhancing Detection Activities	$398,146	
105120-512200	Immunization Overtime	$8,000	
105120-539303	Temporary Staff	$31,528	
105120-526110	Supplies	$179,309	
105120-540003	Equipment	$179,309	
100600-460000	Misc Health Grant	$266,667	
109991-499100	Appropriated County Funds		$8,020
105158-519315	KBR Substance/Behavioral Health Grant	$258,647	
100600-460000	Misc Health Grant	$8,000	
105161-519300	Professional Services	$8,000	

Department Justification:

- AA 543 Enhancing Detection Activies Funding
- Kate B Reynolds Substance Use and Behavioral Health Task Force Grant
- Vidant Community Benefit Grant

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		7/16/21
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

14/15

Purchase Order

Fiscal Year 2022 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20220074-00

Delivery must be made within doors of specified destination.

BILL TO

Beaufort County
Finance Office
121 W. 3rd Street
Washington, NC 27889
Phone: (252) 946-0079
Fax: (252) 946-7722

VENDOR

SANOFI PASTEUR, INC.
12458 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693

SHIP TO

1436 Highland Drive
Health Department
Washington NC 27889

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		67	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/19/2021	18949			HEALTH-IMMUNIZATION

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	Flu Vaccine The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	item 121-65, Fluzone High-Dose Quadrivalent, 10 single dose prefilled syringes, total of 600 doses	60.0	EACH	$565.710	$33,942.60
2	item 421-50, Fluzone Quadrivalent, 10 single dose prefilled syringes, preservative free, total of 30 doses	3.0	EACH	$177.250	$531.75
3	item 635-15, Fluzone Quadrivalent Multi-Dose vials, total of 1050 doses	105.0	EACH	$164.150	$17,235.75
4	Excise Tax	1.0	EACH	$1,260.000	$1,260.00
	******** GL SUMMARY ********				
	10 -5120-523900 52,970.10				

This instrument has been preaudited in the manner required by the local government budget and Fiscal Control Act.

VENDOR COPY

By Hallie H Jones
Purchasing Agent

By Rita C. Radcliffe
Finance Officer

Beaufort County is NOT exempt from paying sales tax. All invoices must include sales tax as applicable.

Total Ext. Price	$52,970.10
PO Total	**$52,970.10**

BEAUFORT COUNTY PUBLIC HEALTH NORTH CAROLINA

1436 HIGHLAND DRIVE
WASHINGTON NC 27889

Beaufort County Public Health Department

TELEPHONE: 252.946.1902
FAX: 252.946.8430

EMAIL: BCHealth@bchd.net
www.bchd.net

To: Anita C. Radcliffe, Chief Financial Officer
From: Sara Graham, Business Officer
Date: July 13, 2021
Subject: Reporting of Year End Inter-Departmental Reallocations

Request to transfer between the following departments. These reallocations are necessary to ensure budgetary compliance for year end.

General Health	$5,803
Immunizations	$(48,103)
Healthy Living	$185
Behavioral Health	$(1,001)
Jail Health	$1,001
Health Promotions	$10,492
Family Planning	$1,207
HIV/STD	$11,568
Maternal Health	$413
TB	$1,500
Environmental Health	$16,770
BCCCP	$165
Total	$0

Beaufort County
Finance

Budget Amendment Request

Department: General Fund & Water Fund **Date of Request:** 8-2-21

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-4135-512850	Longevity		195,000
10-0991-499100	Appropriated Fund Balance	31,180	
10-5330-512100	Salaries	908	
10-4325-512100	Salaries	2,976	
10-4120-512100	Salaries	4,241	
10-4920-512100	Salaries	1,887	
10-4170-512100	Salaries	2,048	
10-4330-512100	Salaries	1,947	
10-4390-512100	Salaries	8,047	
10-4130-512100	Salaries	5,989	
10-5110-512100	Salaries	25,271	
10-4132-512100	Salaries	1,402	
10-4320-512100	Salaries	6,921	
10-4900-512100	Salaries	1,654	
10-4190-512100	Salaries	651	
10-4180-512100	Salaries	2,909	
10-4310-512100	Salaries	37,373	
10-5310-512100	Salaries	47,659	
10-4960-512100	Salaries	877	
10-4142-512100	Salaries	5,761	
10-4146-512100	Salaries	5,299	
60-3713-499100	Appropriated Fund Balance	7,689	
60-7130-512100	Salaries		7,689

Department Justification:

To distribute longevity budgetary funds.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

NORTH CAROLINA VEHICLE TAX SYSTEM

NCVTS PENDING REFUNDS JUNE 25TH - JUNE 30TH

Payee Name	Primary Owner	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
HALL, JONATHAN CHASE	HALL, JONATHAN CHASE	Proration	0052920260	Refund Generated due to proration on Bill #0052920260-2020-2020-0000-00	Vehicle Sold	06/25/2021	G01	Tax	($87.63)	$0.00	($87.63)
							C01	Tax	($73.14)	$0.00	($73.14)
							C01	Vehicle Fee	$0.00	$0.00	$0.00
										Refund	$160.77
HOLLOMAN, MICHAEL ANTHONY	HOLLOMAN, MICHAEL ANTHONY	Proration	0042415807	Refund Generated due to proration on Bill #0042415807-2019-2019-0000-00	Vehicle Sold	06/30/2021	G01	Tax	($105.87)	$0.00	($105.87)
							C01	Tax	($88.37)	$0.00	($88.37)
							C01	Vehicle Fee	$0.00	$0.00	$0.00
										Refund	$194.24
TURNER, RONALD JEFFREY	TURNER, RONALD JEFFREY	Proration	0058310859	Refund Generated due to proration on Bill #0058310859-2020-2020-0000-00	Tag Surrender	06/25/2021	G01	Tax	($130.47)	$0.00	($130.47)
							F63	Tax	($8.42)	$0.00	($8.42)
							E05	Tax	($7.19)	$0.00	($7.19)
										Refund	$146.08
										Refund Total	$501.09

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/23/2021 3:10:40 PM

JULY 1ST - JULY 22ND

Payee Name	Primary Owner	Secondary Owner	Address 3	Refund Type	Bill #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
FITCHETT, MICHAEL SCOTT	FITCHETT, MICHAEL SCOTT		BELHAVEN, NC 27810	Proration	0061417131	Refund Generated due to proration on Bill #0061417131-2020-2020-0000-00	Vehicle Sold	07/07/2021	G01	Tax	($77.82)	$0.00	($77.82)
									C05	Tax	($72.31)	$0.00	($72.31)
												Refund	$150.13
JORDAN, ROBERT ALAN	JORDAN, ROBERT ALAN	JORDAN, TINA CHANDLER	WASHINGTON, NC 27889	Proration	0059026866	Refund Generated due to proration on Bill #0059026866-2020-2020-0000-00	Vehicle Sold	07/20/2021	G01	Tax	($166.06)	$0.00	($166.06)
									F63	Tax	($10.72)	$0.00	($10.72)
									E05	Tax	($9.15)	$0.00	($9.15)
												Refund	$185.93
KOZUCH, MARIAN ELIZABETH	KOZUCH, MARIAN ELIZABETH	KOZUCH, WALTER	WASHINGTON, NC 27889	Proration	0058290485	Refund Generated due to proration on Bill #0058290485-2020-2020-0000-00	Vehicle Sold	07/01/2021	G01	Tax	($117.78)	($5.89)	($123.67)
									F63	Tax	($7.60)	($0.38)	($7.98)
									E05	Tax	($6.49)	($0.32)	($6.81)
												Refund	$138.46
RUSSELL, TERRY DEAN	RUSSELL, TERRY DEAN		BATH, NC 27808	Adjustment >= $100	0059230949	Refund Generated due to adjustment on Bill #0059230949-2020-2020-0000	Situs error	07/12/2021	G01	Tax	$0.00	$0.00	$0.00
									C01	Tax	($157.57)	$0.00	($157.57)
									C01	Vehicle Fee	($5.00)	$0.00	($5.00)
									F63	Tax	$12.19	$0.00	$12.19
									ER	Tax	$14.87	$0.00	$14.87
												Refund	$135.51
												Refund Total	$610.03

839171	577984	#####	C9BEATB	0000052605-2020-2020-0000-00	REI	$715.96	$715.96				
ROBERTS, THOMAS A 170 HALL POINT RD SNEADS FERRY BEAUFORT NC 28460 Overpayment P.N # 5685-26-7862											
839164	577925	#####	WKINION	0009543712-2020-2020-0000-00	IND	$404.13	$404.13				
BOYD, ALLEN RAY 4221 MARKET STREET EXT WASHINGTON NC 2788 Overpayment P.N # N/A Ind Property											
-	-			-				-			
838758	577721	#####.	0000005852-2017-2017-0000-00	REI	$110.61	$110.61					
WALLACE, RUTH ERIN ERIN D WALLACE 17801 168TH STREET BONNER SPRINGS KS 66012 Overpayment P.N # 6666-73-0976											
836878	577218	#####	FPITTMAN	0000021331-2019-2019-0000-00	BUS	$2,508.45	$1,213.17				
BAY CITY CRAB CO INC PO BOX 608 AURORA NC 27806 Overpayment Business Property											

839211	578014	######	WKINION	4-2020-202	REI	$318.30	$318.30	-
MCVICKER, RICKY 419 JAMES LANE CHOCOWINITY BEAUFORT NC 27817								

Overpayment p.v# 5661-49-3761.001

SOUTHERN ALBEMARLE ASSOCIATION, INC.
MEMBER COUNTIES: BEAUFORT, DARE, HYDE
MARTIN, TYRELL, WASHINGTON
Organized 1935

July 16, 2021
To: The Beaufort County Board of Commissioners
Beaufort County North Carolina
From: Robert B. Cayton, Vice President of the Beaufort County Delegation
Subject: List of yearly delegates for your approval

BEAUFORT COUNTY COMMISSIONERS

Mr. Frankie Waters, Chairman, 482 Pike Road, Pantego, NC 27860
Mr. Jerry Langley, Vice Chairman, 101 Avenue Road, Washington, NC 27889
Mr. Ed Booth, 1122 Van Norden Street, Washington, NC 27889
Mr. Hood Richardson, 121 W 3rd Street, Washington, 27889
Mr. Stan Deatherage, 121 W 3rd Street, Washington, NC 27889
Mr. Randy Walker, 121 W 3rd Street, Washington, NC 27889
Mr. John Rebholz, 121 W 3rd Street, Washington, NC 27889

BEAUFORT COUNTY MAYORS

Mr. Donald Sadler, 145 Atkins Drive, Washington, NC 27889
Mr. Clif Williams, 876 Grace Drive, Aurora, 27806
Mr. James G. Latham, PO Box 39, Bath, NC 27808
Mr. Ricky Credle, 262 George Street, Belhaven, NC 27810
Mr. James H. Mobley, PO Box 145, Chocowinity, NC 27817
Mr. Tom Richter, 323 College Avenue, Washington, NC 27889

PRESIDENT OF THE SOUTHERN ALBEMARLE ASSOCIATION

Mrs. Judith Lannon, 741 Cayton Landing Road, Aurora, NC 27806

BEAUFORT COUNTY EXECUTIVE COMMITTEE of the Southern Albemarle Association
Mr. Joe Cahoon, 6729 Free Union Church Road, Pinetown, NC 27865
Rev. Dr. Robert Cayton, 2331 Tunstall Swamp Road, Aurora, NC 27806
Mrs. Betty Moore, 2818 Wheat Patch Road, Belhaven, NC 27810
Mr. Brian Alligood, 121 W 3rd Street, Washington, NC 27889

Ms. Dianne Bowen, PO Box 279, Pantego, NC 27860
Ms. Debra Cayton, 2331 Tunstall Swamp Road, Aurora, NC 27806
Mr. Greg Coltrain, 2193 NC 99Hwy S, Belhaven, NC 27810
Mr. Surry Everette, PO Box 1012, Bath, NC 27808
Ms. Stacy Gerard, 5337 Hwy 264 E, Washington, NC 27889
Ms. Catherine Glover, PO Box 665, Washington, NC 27806
Ms. Sonja Griffin, 210 Dogwood Drive, Washington, NC 27889
Ms. Darlene Paul, 111 Seed Tick Neck Road, Pinetown, NC 27865

DELEGATES AT LARGE

The Honorable Keith Kidwell, 2013 West 15th Street, Washington, NC 27889
Dr. David Loope, President Beaufort County Community College,
5337 Hwy 264 E, Washington, NC 27889
Mr. Paul Spruill, PO Box 40, Pantego, NC 27860
Mr. Jim Chrisman, PO Box 40, Pantego, NC 27860
Sherriff Ernie Coleman, 210 N Market Street, Washington, NC 27889
Mr. Jeffrey Robinson, 298 N 5th Street, Aurora, NC 27806
Mr. Chuck Williams, PO Box 87, Belhaven, NC 27810
Mr. Ray McKeithan, 1530 NC Hwy 306, Aurora, NC 27806
Mr. Billy Albritton, PO Box 249, Chocowinity, NC 27817
Mr. Mark Finlayson, PO Box 1673, New Bern, NC 28563
Mr. Julian Goff, PO Box 10, Belhaven, NC 27810
Mr. Mike Gwynn, 105 Perquimans Drive Chocowinity, NC 27817
Mr. & Mrs. Bill Cochran, 402 Oak Drive, Washington, NC 27889
Mr. Bryant Buck, 1502 N Market Street Suite A, Washington, NC 27889
Ms. Marcy Morgan, 81 NC 99 Hwy, Pantego, NC 27860
Ms. Betty Spruill, 127 Wellington Drive, Washington, NC 27889
Ms. Annie Spruel, 730 Grey Road, Chocowinity, NC 27817
Mrs. Diana Cahoon, 6729 Free Union Church Road, Pinetown, NC 27865
Ms. Ann Spivey, 100 St. Johns Court, Chocowinity, NC 27817
Ms. Martyn Johnson, 705 Page Road, Washington, NC 27889
Mr. Woody Jarvis, 20 Hideaway Road, Pantego, NC 27860
Mr. Dennis A. Nwandu, 1502 N Market Street, Washington, NC, 27889
Mr. Chris Newkirk, 1420 Highland Drive, NC 27889

ADDENDUM 2

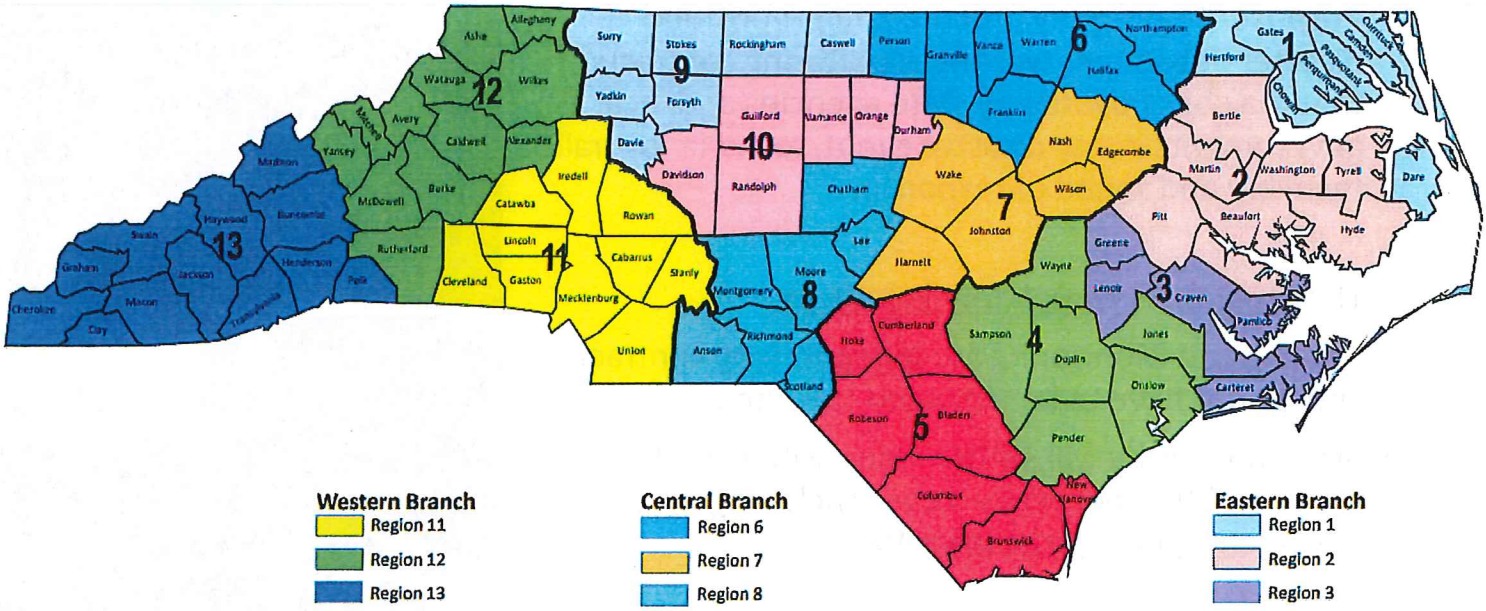
Storm Debris Removal Monitoring Contract

North Carolina Emergency Management

State-wide Regional Prepositioned Debris Contracts

Utilizing these Contracts

Regions


Western Branch
Region 11
Region 12
Region 13
Central Branch
Region 6
Region 7
Region 8
Region 9
Region 10
Eastern Branch
Region 1
Region 2
Region 3
Region 4
Region 5

Program Basics

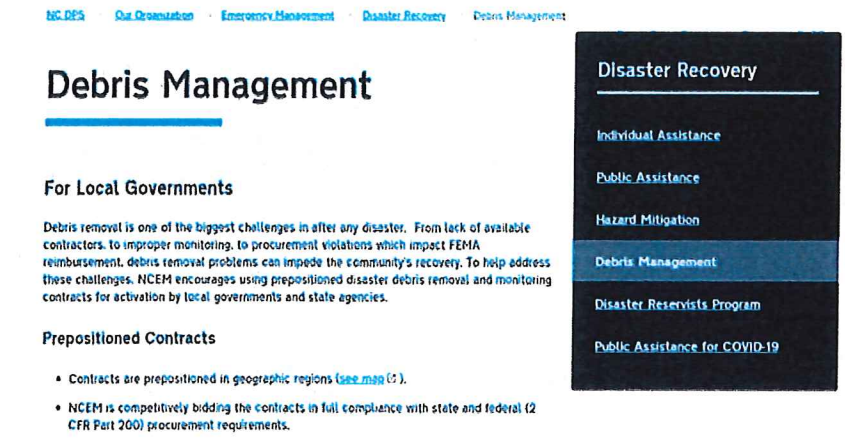
- **Purpose:** To properly procure and preposition disaster debris removal and monitoring contracts that may be activated by state agencies and local governments in any disaster event, to aid in overall recovery and speed of response.

- The program is **completely voluntary.**
- Hauling and Monitoring are **independent** contracts and do not have to be activated together.
- Activating Entity will still be responsible for all aspects of the recovery process, including **fiscal management and area priorities.**

Resources

WEBSITE

- NCEM Debris Management Resources



NC DPS · Our Organization · Emergency Management · Disaster Recovery · Debris Management

Debris Management

For Local Governments

Debris removal is one of the biggest challenges in after any disaster. From lack of available contractors, to improper monitoring, to procurement violations which impact FEMA reimbursement, debris removal problems can impede the community's recovery. To help address these challenges, NCEM encourages using prepositioned disaster debris removal and monitoring contracts for activation by local governments and state agencies.

Prepositioned Contracts

- Contracts are prepositioned in geographic regions (see map ( ).
- NCEM is competitively bidding the contracts in full compliance with state and federal (2 CFR Part 200) procurement requirements.

Disaster Recovery

- Individual Assistance
- Public Assistance
- Hazard Mitigation
- Debris Management
- Disaster Reservists Program
- Public Assistance for COVID-19

EMAIL

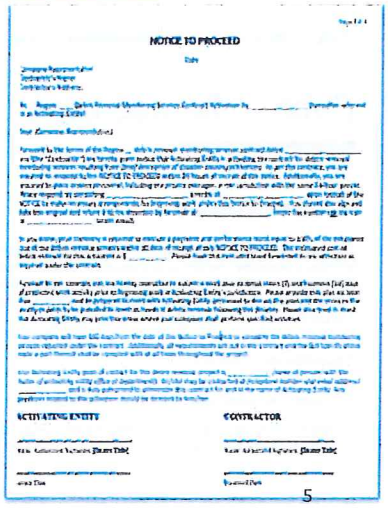
- debris@ncem.org

- This email is maintained and answered by members of NC Emergency Management's Recovery Debris Team.

4

How to Activate

1. A one page Notice to Proceed document must be forwarded to the contractor to activate the contract.
   - This document is available on the NCEM Debris Management Resources
2. Notice to Proceed should be sent to the listed Area Representative for the Contractor.
3. Primary, Secondary and Tertiary Contractors have been awarded; however, you must use the Primary Contractor unless they inform you they have reached capacity. Same with the Secondary.
4. Full terms, conditions and pricing are incorporated by reference.



NOTICE TO PROCEED

ACTIVATING ENTITY

CONTRACTOR

5

Information Needed to Activate

What NCEM Makes Available

- Contractor Contact Information
- Region Designation
- Contract Number and Date

Activating Entity Provides

- Activating Entity Point of Contact for Contract Matters with Contact Information
- Activating Entity Point of Contact for Work Performance Matters with Contact Information
- Estimated Debris Costs
- Required Work Plan Date

What these Contracts <u>Are Not</u>

1. Prepositioned Contracts do not transfer the financial responsibility. As the activating entity you will incur costs related to your own recovery will still be the applicant for FEMA Category A reimbursement in federally declared major disasters
2. Activating entities will still manage and oversee the debris operations in their respective jurisdictions (including obtaining all necessary permits).
3. NCEM will not manage local debris operations or apply for Category A reimbursement on behalf of another state agency or local government.
4. Local Governments will enter into MOAs with NCDOT for debris removal along state-designated roads as needed and under separate agreements directly with NCDOT according to NCDOT policies and procedures.

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-015121-DAD

Regional Prepositioned Debris Monitoring

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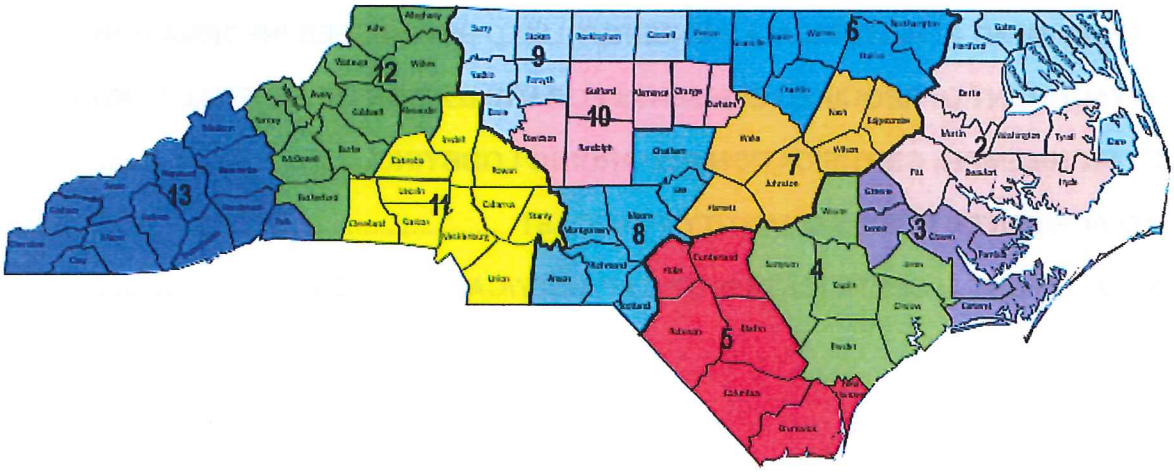
1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting Bids to acquire the services of a qualified Vendor(s) to enter into pre-event contracts with activating entities at no immediate or annual cost to NCEM for the following services: Vendors shall provide disaster recovery services in the way of debris monitoring services resulting from a natural or manmade disaster in order to eliminate immediate threats to public health and safety and assist in community disaster recovery. This is a multi-jurisdiction solicitation; however, each Activating Entity will contract directly with the awarded Vendor entirely in the Activating Entity's sole discretion.

This Invitation for Bid, hereafter, IFB, is designed to solicit Bids from qualified Vendors for thirteen regional contracts to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges and all Vendors are encouraged to research, prior to bid submission, the areas described below, and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT I.

Region 1 – Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank and Perquimans Counties
Region 2 – Beaufort, Bertie, Hyde, Martin, Pitt, Tyrell and Washington Counties
Region 3 – Carteret, Craven, Greene, Lenoir, Pamlico and Wayne Counties
Region 4 – Cumberland, Duplin, Jones, Onslow, Pender and Sampson Counties
Region 5 – Bladen, Brunswick, Columbus, Hoke, New Hanover and Robeson Counties
Region 6 – Franklin, Granville, Halifax, Northampton, Person, Vance and Warren Counties
Region 7 – Edgecombe, Harnett, Johnston, Nash, Wake and Wilson Counties
Region 8 – Anson, Chatham, Lee, Montgomery, Moore, Richmond and Scotland Counties
Region 9 – Caswell, Davie, Forsyth, Rockingham, Stokes, Surry and Yadkin Counties
Region 10 – Alamance, Davidson, Durham, Guilford, Orange and Randolph Counties
Region 11 – Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union Counties
Region 12 – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, McDowell, Mitchell, Watauga, Rutherford, Wilkes and Yancey Counties
Region 13 – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Polk, Swain and Transylvania Counties



Entities that are eligible to activate a debris monitoring services contract awarded by the activating entity pursuant to this IFB include eligible entities as outlined in 44 CFR 206.221(e) and may include the following: counties, incorporated municipalities, public school systems, community colleges, other units of government located within a geographic region, and state agencies such as the NC Department of Transportation, constituent institutions of the University of North Carolina, and other state agencies with the legal responsibility for management of state-owned property, and as indicated below, including but not limited to local roads, rights of ways, federal aid highways, state roads, government maintained

public property, and/or drainage easements, within a geographic region. Entities activating a debris monitoring services contract are referred to in this IFB as "Activating Entities."

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

(a) State and local governments.

(b) Private non-profit organizations or institutions which own or operate a private nonprofit facility as defined in § 206.221(e).

(c) Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

Quantities referenced in this document represent the best available estimates of the State's requirements. Each disaster is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from soliciting bids to acquire additional debris removal services, nor shall it be construed to require the State to purchase services beyond its actual requirements.

This is a multi-vendor awarded contract to ensure the needs of the Activating Entity are met; however, no quantities are guaranteed.

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the IFB's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.5 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's Bid. This applies to any language appearing in or attached to

the document as part of the Vendor's Bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the Bid non-binding or subject to further negotiation. *Vendor's Bid shall constitute a firm offer.*

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Bid as nonresponsive.

Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	July 10, 2020
Voluntary (highly encouraged) Pre-bid Meeting (virtual)	State	**July 21**, 2020 at **2:00 PM** ET via WebEx
Submit Written Questions	Vendor	**July 24**, 2020 by **2:00 PM** ET
Provide Response to Questions	State	July 28, 2020
Submit Bids	Vendor	**August 10**, 2020 by **2:00 PM** ET
Contract Award	State	As soon as possible after evaluation
Contract Effective Date	State	Immediately upon contract execution

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best Bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to angie.dunaway@ncdps.gov by the date and time specified above. Vendors should enter "**19-IFB-015121-DAD Questions**" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date and time, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its Bid has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each Bid when received. Any Bid submitted after the Bid deadline will be rejected.

Mailing address for delivery of Bid via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)
Bid Opens: 8/10/2020 at 2:00 pm ET BID NUMBER: **19-IFB-015121-DAD Debris Monitoring** Attn: Angie Dunaway North Carolina Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

Attempts to submit a Bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

a) Submit **one (1) signed, original** Bid response, **two (2) un-redacted copies, one (1) redacted copy** and **one (1) electronic** version on a flash drive. The electronic (flash drive) version shall be an exact replica of the hardcopy and shall contain two (2) files – **un-redacted** version and, if required, **redacted** (Proprietary and Confidential Information Excluded; and, Federal ID number removed). All shall be submitted simultaneously with the Bid response to the address identified in the table above.

   Electronic file(s) shall NOT be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

b) Submit your Bid in a **sealed** package. Clearly mark the outside of the package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) Bid, each Bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids may be subject to rejection unless submitted with the information above included on the outside of the sealed Bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

Public Bid Opening. All bids will be opened in public at the following location: **DPS Purchasing and Logistics, 3030 Hammond Business Place, Raleigh, NC 27603.**

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all information requested in this IFB consistent with all IFB instructions may constitute grounds for rejection of the Bid. Vendor IFB responses shall include the following items and those attachments shall be arranged in the following order:

a) SECTION 1: Completed and signed pages requiring information and/or execution.
   - **FEDERAL EMPLOYER IDENTIFICATION**, IFB page 2
   - **EXECUTION PAGE**, IFB page 3
   - Any **ADDENDA** released in conjunction with this IFB (if required to be returned)

- **REFERENCES** (ref § 4.6)
- **PROOF OF INSURANCE** (ref § 5.11)
- **PROOF OF ABILITY TO SECURE PAYMENT & PERFORMANCE BOND** (ref § 5.12)
- **PROJECT MANAGER/TRANSMITTING NOTICE TO PROCEED** (ref § 6.1)
- **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**
- **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**
- **ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION**
- **ATTACHMENT H: CERTIFICATION REGARDING LOBBYING**

b) **SECTION 2**: Download, complete and print the **Excel PRICE file.** The link to the price file is located in Attachment A – Pricing. The "PRICE" file on the flash drive shall be in .XLS format and shall be an exact replica of the printed information that appears in Section 2 of the submitted hardcopy.

c) **SECTION 3**: Entire **body of the IFB** (including signature on all attachments where requested).

d) **SECTION 4**: **Detailed response** for the following **items**. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. **Corporate Background and Experience**

   This section shall include background information on the organization and should give details of experience with similar projects, (ref § 4.5).

2. **Outsourcing**

   Detail the manner in which the Vendor intends to utilize resources or workers located outside of the United States, (ref § 3.5 and Attachment D).

3. **Project Organization**

   This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. Including information verifying their qualifications and experience.

4. **Technical Approach**

   This section shall include, in narrative, outline, and/or graph form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work (ref § 5) of this IFB, including the training plan for staff assigned to this project.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **ACTIVATING ENTITY**: Eligible Applicants for FEMA PA Assistance to activate the IFB, enter into the contract with the Vendor for debris removal services, and issue the Notice to Proceed.

b) **ACTIVATING ENTITY CONTACT:** Representative of the Activating Entity who corresponds with Vendors that contract with the Activating Entity and that administers the contract for the Subrecipient Activating Entity.

c) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.

d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

e) **CONTRACT LEAD:** Representative of the North Carolina Department of Public Safety who corresponds with potential Vendors and activating entities concerning the debris removal project.

f) **DEBRIS MONITORING SERVICES CONTRACTOR**: The Vendor activated by the Activating Entity as the Activating Entity's contractor for Debris Monitoring services.

g) **DPS:** Department of Public Safety

h) **ELIGIBLE DEBRIS:** All disaster-related debris located on local roads, rights of ways, federal aid highways, state

roads, government maintained public property, and/or drainage easements.

i) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.

j) **ET:** Eastern Time

k) **FEMA:** Federal Emergency Management Agency

l) **FHWA:** Federal Highway Administration

m) **IFB:** Invitation for Bid

n) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters

o) **NC DEQ:** North Carolina Department of Environmental Quality

p) **NCEM:** North Carolina Emergency Management

q) **PDAT:** FEMA Procurement Disaster Assistance Team

r) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.

s) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.

t) **QUALIFIED BID:** A responsive Bid submitted by a responsible Vendor.

u) **PPDR:** Private Property Debris Removal

v) **PREPOSITIONED:** A contract established prior to a disaster that can be enacted as needed.

w) **REDACTED:** Copy of the Vendors bid response **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors; including the removal of the Vendors federal identification number.

x) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

y) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.

z) **SHOULD:** Denotes that which is recommended, not mandatory.

aa) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

bb) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

cc) **USACE:** U.S. Army Corp of Engineers

dd) **UN-REDACTED**: Copy of the Vendors bid response unedited including all confidential and/or proprietary information.

ee) **VENDOR:** Supplier, Vendor, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law. Activating entities shall enter into separate contracts with Vendors by issuing a Notice to Proceed which incorporates by reference all pricing, terms, and conditions of the contract awarded by NCEM pursuant to this IFB.

All qualified bids will be evaluated and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to Vendor(s) for all line items per Geographic Region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of

the Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. It is the State and the Activating Entity's intention to have primary, secondary, and tertiary Vendors available to appropriately respond to the magnitude of the event. Vendors may be awarded more than one region, but consideration will be paid toward capacity to ensure activation by all eligible areas would not overwhelm the Vendors resources and detrimentally effect North Carolina's recovery. Vendors cannot be awarded the monitoring contract (this IFB) and the hauling contract (a separately issued IFB) for the same geographic region as described in Section 1.0 PURPOSE AND BACKGROUND.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in bids received.

Pursuant to 2 CFR § 200.323, NCEM has conducted an independent cost analysis in conjunction with this procurement.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Method of Award as outlined herein.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS

From the issuance date of this IFB through the date the contract is awarded, each Vendor submitting a Bid (including its representatives, sub-Vendors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's Bid or qualifications, the contents of another Vendor's Bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of Bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's Bid may be disqualified if its sub-Vendor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to Bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Bid Evaluation Process as outlined herein.

The State will conduct a One-Step evaluation of Bids:

a) Bids will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this IFB.

b) All Bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

c) At that date and time, the Bid from each responding Vendor will be opened publicly and the name of the Vendor will be announced.

d) At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the evaluators

are not required to request presentations or other clarification—and often do not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor.

e) Bids will generally be evaluated to ensure completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below. Contracts will be awarded on a low-cost per Geographic Region basis; with the intent to have a primary, secondary, and tertiary Vendor to appropriately respond to the magnitude of the event.

f) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

g) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the IFB have been evaluated.

h) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

i) Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other Bids lacked merit, but that the selected Vendors met the standard of responsive and responsible at a lower overall cost.

3.4 EVALUATION CRITERIA

All qualified Bids will be evaluated and award made based on whether or not the requirements listed in this IFB have been met. If all requirements have been met then the remaining Vendors will be awarded solely on a low-cost basis. Minimum requirements include, but are not limited to, completion of Attachments A, D, E, F, H and J. If additional pages are necessary to fully answer questions presented in the listed attachments, please clearly label those answers.

Vendor should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the Activating Entity. The evaluators may randomly select any of Vendor's references, but the evaluators' reserve the right to contact all the references listed. The failure of the Vendor to list all similar contracts within the past three (3) years may result in the rejection of the Vendor's Bid. **Vendors shall disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance.** The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the past three (3) years. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts. Award of a contract to one Vendor does not mean that the other Bids lacked merit.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the Activating Entity
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State and Activating Entity's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State and Activating Entity's business requirements and internal operational culture
g) Particular risk factors such as the security of the State and Activating Entity's information technology

h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department and the Activating Entity; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. All provisions of the North Carolina General Contract Terms and Conditions (ATTACHMENT C) and Required Elements for Utilization of Federal Funds (ATTACHMENT G) shall apply to and be incorporated by reference into a Notice to Proceed issued by an Activating Entity. References to "NCEM," "State," or "State of North Carolina" in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds shall also mean the Activating Entity which has issued a Notice to Proceed to Vendor(s). Vendor(s) shall be bound to the Activating Entity by all provisions in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds to the same extent as Vendor(s) are bound to the State under a contract awarded pursuant to this IFB. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether Bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Activating Entity's needs as described in the Invitation for Bid. Except as specifically stated in the Invitation for Bid, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a Bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a Bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better Bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). This Agreement may be extended, upon agreement, for two (2) additional one (1) year periods.

4.2 PRICING

Bid price shall constitute the total cost to Activating Entity to complete performance in accordance with the requirements and specifications herein, including all applicable charges, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A: FEE SCHEDULE and include the Fee Schedule in your Bid.

4.3 INVOICES

The Vendor must submit any and all invoices directly to the Activating Entity in accordance with Section 5.

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable or lacks the financial resources to fully perform the services required under the contract(s). From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State and the Activating Entity within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 VENDOR EXPERIENCE

In its Bid, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor shall **provide any FEMA courses/certifications** or formally documented work-related experience relative to performing the duties referenced in Section 5.0 (SCOPE OF WORK).

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	E-MAIL

4.7 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State or the Activating Entity.

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead or the Activating Entity contact. Vendor shall notify the Contract Lead or the Activating Entity of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State or Activating Entity will approve or disapprove the requested substitution in a timely manner. The State or the Activating Entity may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State or Activating Entity may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State or Activating Entity under this Contract. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State and Activating Entity. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials, vehicles, and all other equipment necessary for the Vendor to provide and deliver the Services.

c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

Pursuant to NCGS 166A-19.12, NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b and at 44 CFR Part 206, including but may not be limited to, 44 CFR 206.224. Under the FEMA PA Program, the "Recipient" is the grant administrator for the funds. The "Recipient" is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients." 2 CFR 200.86, 44 CFR 206.202, and the FEMA PA Program and Policy Guide June 1, 2020. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." FEMA PA Program Overview. Subrecipients are "the government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of the funds provided." 44 CFR 206.201. The Subrecipient is the non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency." 2 CFR 200.93 and the FEMA PA Program and Policy Guide June 1, 2020. Under this IFB, NCEM is a Recipient. The Activating Entity is a Subrecipient. The Vendor is a contractor of the Activating Entity Subrecipient under this IFB.

NCEM is taking measures to ensure our communities are abundantly prepared to respond in the event of a natural or manmade disaster, or other potential events. Activation of the contract by the Activating Entity is strictly voluntary. No entity is required to purchase goods and services available under a contract awarded pursuant to this IFB; the intention is to allow entities the best available services at the best available price.

The extent and severity of the natural disasters to affect North Carolina have shown the need to have pre-positioned debris removal monitoring services contracts available for local governments and State Agencies to activate as necessary. Therefore, NCEM has developed this IFB for the Activating Entity to activate and award contracts for these services in the thirteen separate geographical regions around the state as identified in Section 1.0 of this IFB. The primary purposes of this bid offering for regional debris removal monitoring services are to provide a system for monitoring the removal of debris in the event of a disaster that ensures that:

1. All debris removal performed within a local government in the region is done properly and expeditiously;
2. All debris removal activities are eligible for reimbursement, where reimbursement is available; and
3. All debris removal activities are conducted in compliance with State, NCEM, FEMA, and FHWA guidelines and all applicable federal, state and local law and regulations.

While it is anticipated that these monitoring services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster events. If

the event is a non-declared disaster event, the cost of services provided during a non-declared disaster event may not receive reimbursement under the FEMA or State PA Program. Additionally, services may be performed within a municipality or in unincorporated areas at the direction of an Activating Entity.

It is a requirement of this bid offering that the successful Vendor be able to provide the services set out in these bid specifications in full compliance with all State, NCEM, FEMA, FHWA guidelines and regulations and all federal, state, and local law and regulations applicable at the time work is performed to ensure reimbursement under the FEMA Public Assistance Program or from another federal funding source, if reimbursement is available. Any conflict with the language included in these specifications shall be construed to comply with State, NCEM, FEMA, and FHWA requirements, including but not limited, the requirements promulgated under Title 2 U.S. Code of Federal Regulations, Part 200, and 44 CFR Part 206.

The monitoring services contractor (hereinafter referred to as "monitoring services contractor") or debris monitoring services contractor will work closely throughout the project with Activating Entity personnel. The Activating Entity and the debris monitoring services contractor/ monitoring services contractor will provide the names, contact information, and program areas of appropriate local and debris monitoring services contractor personnel.

5.1 SERVICES ACTIVATION PROCEDURES

Any Activating Entity shall be authorized under the terms of the contract between the Activating Entity's awarding authority and the successful Vendor (hereinafter sometimes referred to as "debris monitoring services contractor" or "contractor") to activate the contract in the event of a disaster within its jurisdiction warranting the need for debris removal and/or disposal activities. No entity shall be required to activate the services of the debris monitoring services contractor. However, in the event an entity desires to utilize the services of the debris monitoring services contractor, the entity will forward to the Vendor a written Notice to Proceed on a form prepared for that purpose.

The debris monitoring services contractor will be required to respond to the Notice to Proceed within 24 hours of its receipt and to activate its forces as soon as weather and safety conditions allows as directed by the Activating Entity.

Once activated, the debris monitoring services contractor shall provide the services set out in this IFB to the extent necessary to meet the needs of the entity.

The debris monitoring services contractor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a project manager, in the region requested by the Activating Entity within 24 hours of receipt of the written Notice to Proceed. **Each Vendor shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the debris monitoring services Vendor.** Project communication contacts for the Activating Entity shall be detailed in the Notice to Proceed delivered by the Activating Entity. The debris monitoring services Vendor shall be responsible for coordinating with these designated representatives to ensure compliance with the 24-hour mobilization requirement is met.

Upon activation, Vendor shall perform or participate in the Activating Entity's initial debris quantity estimating. Vendor shall use debris quantity estimates to create a work plan and establish a not-to-exceed contract price for performance of all debris removal activities required under the Notice to Proceed. A not-to-exceed contract price is required by 2 C.F.R. 200.318(j)(1). The not-to-exceed contract price shall be based on initial debris quantity estimates multiplied by the applicable pricing in Vendor's Contract awarded by NCEM. The not-to-exceed contract price shall be provided to the Activating Entity along with the work plan within 7 days of receipt of the Notice to Proceed.

All activities conducted for the Activating Entity shall be performed during daylight hours. The Vendor may work seven days per week, including holidays. However, the Activating Entity may suspend all operations due to inclement weather.

5.2 TRAINING REQUIREMENT

The debris monitoring services vendor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet State, NCEM, FEMA, and FHWA requirements, and where possible or required by State, NCEM, FEMA, or FHWA rules or regulations, shall involve personnel from either or all of these agencies. Proof of training shall be provided to the Activating Entity when responding to a Notice to Proceed. **The Vendor must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.**

5.3 SCOPE OF SERVICES

The Vendor must demonstrate in its bid documents that the debris monitoring services it shall be capable of performing includes each of the following services in compliance with all State, NCEM, FEMA, and FHWA **guidelines and regulations and applicable federal, state and local law and regulations to any of the entities in the region for which the contract is awarded**. As there may be a need for simultaneous performance of services of the contract in more than one jurisdiction in the region at the same time, the successful Vendor must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the Vendor is awarded the regional debris monitoring services contract under this IFB.

Vendor shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the State, NCEM, FEMA, and FHWA and all applicable federal, State and local laws and regulations in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris monitoring services contractor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide V.4 (June 2020) and any potential updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy or guidance

In addition to the compliance requirements above, the debris monitoring services vendor shall comply with requirements under **2 C.F.R. §200.321.** The awarded Vendor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

The affirmative steps must include:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as North Carolina Department of Administration Office of Historically Underutilized Businesses, the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

All Vendors shall document their efforts to comply with the above-described affirmative steps in their bid documents if subcontractor pricing is solicited in preparing a response to this IFB. The awarded Vendor shall document efforts to comply with the above-described affirmative steps in securing subcontractors to perform pursuant to a Notice to Proceed issued by an Activating Entity.

Except by written consent and agreement of the Activating Entity, the debris monitoring services vendor is expected to complete all activities for an Activating Entity within 180 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the Activating Entity that the last load of debris has been delivered unless there is a written extension of time granted by the Activating Entity. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the Vendor and the Activating Entity and, where applicable, approved by NCEM, FEMA, and FHWA. The contract shall provide for the assessment of liquidated damages in the amount of $5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

5.4 PROJECT MANAGEMENT AND WORK FORCES

The debris monitoring services vendor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The debris monitoring services vendor may use contract labor for this function and is encouraged to employ local residents and subcontractors in the Activating Entity.

5.5 PROJECT MANAGER

The debris monitoring services vendor shall have a project manager assigned to the Activating Entity at the time of contract activation and shall provide the Activating Entity with adequate contact information regarding this person in its initial response to the Notice to Proceed. **The Vendor must demonstrate in his or her bid documents that he or she will be able to assign a project manager to an Activating Entity at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal and monitoring activities and/or NCEM, FEMA, and FHWA related issues.

Additionally, the project manager shall perform, at a minimum, each of the following duties:

(1) contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected
(2) remain within the Activating Entity region during all work hours throughout the length of the project
(3) schedule and coordinate daily debris removal monitoring activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
(4) provide documents and estimates to the Activating Entity to assist the entity in planning and executing the debris removal activities
(5) attend and participate in meetings and press conferences with designated entity personnel as determined necessary by the Activating Entity
(6) oversee and supervise all debris removal and disposal monitoring activities throughout the project
(7) regularly communicate with designated Activating Entity and debris monitoring services contractor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities
(8) provide input to the Activating Entity to improve efficiency of monitoring collection and removal of debris
(9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.6 FIELD WORKERS

In addition to the project manager, the monitoring services vendor shall provide an adequate number of field workers to accomplish the functions of the contract under the direction of the project manager. The Activating Entity shall approve the number of field workers assigned to work on the contract. The monitoring services vendor may use contract labor for this function. All field workers, including contract workers, shall report to and work under the supervision of the project manager. **The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.**

5.7 CLERICAL STAFF AND SUPERVISOR

The monitoring services vendor may be compensated for non-field work clerical staff performing administrative functions necessary for performance of the contract as approved by the Activating Entity. This includes personnel performing functions such as billing, invoicing, and other contract-related administrative services, data systems personnel, GIS services, and the like. Clerical staff consists of personnel who perform some or all of the duties listed herein. Clerical Supervisors are managerial personnel proficient in all duties listed herein and who oversee work performed by the clerical staff utilized under this contract. The Activating Entity shall approve the number of clerical staff and supervisors assigned to work on the contract. All clerical staff working on this activity shall be billed at the same hourly rate. All clerical supervisor(s) working on this activity shall be billed at the same hourly rate. The monitoring services vendor shall only bill for actual hours these personnel spend on work related to the contract.

5.8 FIELD DOCUMENTATION OF WORK

The monitoring services vendor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these bid specifications and those required under State, NCEM, FEMA, and FHWA guidelines and regulations. Additionally, where applicable, the monitoring services vendor shall communicate with FEMA to ensure the documentation being utilized satisfies FEMA verification requirements. **The Vendor must demonstrate in his or her bid documents the ability to properly document all activities as required herein.**

5.9 FIXED SITE MONITORING

The monitoring services vendor, utilizing adequate experienced personnel, shall oversee the inspection of disposal and unloading sites by providing monitoring, verification of load capacity and quantities, and documentation at designated temporary disposal sites. All personnel working on this activity shall be billed at the same hourly rate. **The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed**. Services of these monitors will include at a minimum each of the following:

(1) completing load tickets recording debris removal vendor haulers' cubic yardage and other record keeping that may be necessary
(2) signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area
(3) remaining in constant contact with designated debris removal management personnel
(4) performing other duties as directed by designated debris removal management personnel
(5) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
(6) adequately documenting and recording all required measurements and computations
(7) ensuring debris is properly separated and not co-mingled at the disposal and unloading site
(8) performing safety inspections of all vehicles, equipment and all elements of the disposal sites

5.10 FIELD DEBRIS MONITORING

The monitoring services vendor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal vendor's loading crews. All personnel working on this activity shall be billed at the same hourly rate. **The Vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed**. These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

(1) providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal
(2) utilizing maps developed by the Activating Entity and debris removal vendor related to location of debris and progress of removal
(3) determining debris eligibility and the estimation of debris to be removed
(4) documenting all collection activity of trucks and trailers used to transport debris
(5) issuing load tickets at the loading site for each load with multiple copies to ensure compliance with State, NCEM, FEMA, and FHWA policy and to provide for quality assurance
(6) inspecting the area for safety concerns and considerations including, but not limited to, downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes
(7) ensuring recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal vendor
(8) performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the county right of way
(9) documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
(10) transmitting damage information to the Activating Entity within 24 hours of the incident for their records and information
(11) ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
(12) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
(13) adequately documenting and recording all required measurements and computations

(14) properly monitoring and recording performance and productivity of debris removal crews
(15) remaining in constant contact with designated debris removal management personnel
(16) ensuring that loads are properly contained before leaving the loading area
(17) ensuring that only eligible debris is collected for loading and hauling
(18) performing safety inspections of all vehicles, equipment and all elements of the work sites
(19) performing other duties as directed by designated debris removal management personnel and/or designated Activating Entity personnel

"Eligible debris" is all disaster-related debris located on county roads, rights of ways, federal aid highways, state roads, county-maintained public property, and/or drainage easements provided:

(1) The debris complies with current or future State, NCEM, FEMA, and FHWA debris eligibility guidelines and regulations;
(2) The removal of the debris is the legal responsibility of the Activating Entity; and
(3) The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility

5.11 BONDING AND INSURANCE

All Vendors **shall provide adequate documentation to demonstrate** ability to satisfy the following **requirements related to insurance, bonding, and payment of liquidated damages**:

General and Professional Liability Insurance

The debris monitoring services vendor shall maintain such general and professional liability insurance as will protect the Vendor and any Activating Entity from any claims for Worker's Compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the Activating Entity as a result of the denial of State, NCEM, FEMA, and FHWA reimbursement due to the errors and/or negligence of the debris monitoring services vendor. Such insurance shall be written by companies authorized to do business in North Carolina.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the debris monitoring services vendor:

General Liability:

$1,000,000 – Bodily injury and property damage combined occurrence

$1,000,000 – Bodily injury and property damage combined aggregate

$1,000,000 – Personal injury aggregate

Automobile Liability:

$1,000,000 – Bodily injury and property damage combined coverage. Any automobile including hired and non-owned vehicles. Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $1,000,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

Statutory Workers Compensation as required under North Carolina law Employers Liability:

$500,000 – Limit each occurrence. The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

Umbrella Coverage:

$1,000,000 – Each occurrence

$1,000,000 – Aggregate

5.12 PAYMENT AND PERFORMANCE BOND

The debris monitoring services vendor shall also be required to execute a payment and performance bond equal to 100% of the estimated cost of a project conducted on behalf of any Activating Entity within 10 days of a receipt of a Notice to Proceed. All Vendors **shall include in** their **bid proof of ability to secure such payment and performance bond as evidenced by letter of credit from a bank holding deposits for the Vendor's company or a statement from a surety company satisfactory to demonstrate the Vendor's ability to secure such bond** in the event required due to activation by one or more of the entities included in the regional contract executed with the successful Vendor.

Additionally, the debris monitoring services vendor shall be required to post a **contractual performance bond in the amount of $1,000,000 prior to execution of the contract** between NCEM and the successful debris monitoring services vendor. Intended awarded Vendors shall only be required to provide one bond to NCEM regardless of the number of geographic regions awarded. This bond shall be made payable to the NCEM on behalf of the entities in the region and shall be called in on behalf of an Activating Entity in the event that a Vendor fails to acknowledge and execute, in the prescribed time, a proper Notice to Proceed, or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each Vendor must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

5.13 PRICING AND PAYMENT PROCEDURES

The Vendor shall include his or her bid pricing schedule on the attached Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing.

The Activating Entity shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The debris monitoring services vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 60 days prior to any reimbursement by an Activating Entity. An Activating Entity may agree to reimburse the debris monitoring services vendor within a shorter time frame, but shall not be contractually required to make any payments in less than 60 days. After the initial 60-day period expires, the Vendor shall be entitled to payment for the first 30 days of work performed by the Vendor in an Activating Entity after the Notice to Proceed provided the Vendor has satisfactorily performed the functions required under the contract. The Activating Entity shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed;
- Debris monitoring services vendor reports to Activating Entity within 24 hours of notice;

- Debris monitoring services vendor submits bill to Activating Entity for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project;
- At the end of the second 30-day period, the Activating Entity remits payment for the first 30-day period if satisfactory work has been performed;
- Process continues until work is completed and all payments have been made. By submitting a bid Vendor acknowledges and accepts these terms.

Payment for work completed may be invoiced on a monthly basis after the initial 60-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the Vendor in response to this IFB.

The debris monitoring services vendor shall be expected to work diligently and efficiently to complete the debris removal and disposal monitoring project in any Activating Entity in the shortest time possible. The Activating Entity may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the Vendor during any period for which a payment is due. Additionally, the Activating Entity shall recover from the Vendor any delay costs caused by the acts or omissions of the Vendor or his or her agents.

The Activating Entity may also withhold payment or final payment for reasons including, but not limited to the following:

(1) unsatisfactory job performance or progress,
(2) defective or disputed work,
(3) failure to comply with material provisions of the contract,
(4) third party claims filed,
(5) damage to the Activating Entity's right of way or other Activating Entity-maintained properties, or
(6) reasonable evidence that a claim will be filed.

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 60 days of the certification of completion of the project by the Activating Entity, provided the debris monitoring services vendor has filed all contractually required documents and certification of the activation entity, including acceptable evidence of the satisfaction of all claims or liens.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in "*Contact Information for Transmitting the Notice to Proceed*".

Angie Dunaway, Purchasing Director, NC Department of Public Safety, Division of Emergency Management, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228, is designated as the Contract Officer for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202.

Kevin Kasai, NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275, is designated as the Contract Lead for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202 concerning administrative and operational issues of this contract.

The Vendor shall designate and make available to the Activating Entity a project manager. The project manager shall be the Activating Entity's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11			
12			
13			

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity, and State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity, or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or under the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either entity to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the Activating Entity, Vendor and State.

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ATTACHMENT A: FEE SCHEDULE

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.

The below information is demonstrative of all categories of work that Vendor will be required to provide costs for, and will appear in the Excel PRICE file that is subsequently linked. ***The Vendor shall download the Excel PRICE file located*** at ftp://ftp1.ncem.org, populate the only the Vendor's pricing in the Cost column or if additional personnel is believed necessary the Title column. For submission Vender shall print a copy of the Excel PRICE and also provide in electronic flash drive to the Vendor's response, clearly showing for which Region as described Section 1.0 PURPOSE AND BACKGROUND.

PRICE File download at ftp://ftp1.ncem.org (Please copy and paste address into a Chrome browser to access).
Username: debmonitoring
Password: Nc3mD3br1s!

VENDOR'S HOURLY RATE FORM

POSITIONS	$ HOURLY RATES
Project Manager	$_____
Operations Manager	$_____
Scheduler/Expeditors	$_____
GIS Analyst	$_____
Field Supervisors	$_____
Debris Site/Tower Monitors	$_____
Environmental Specialist	$_____
Project Inspectors (Citizen Drop-Off Site Monitors)	$_____
Load Ticket Data Entry Clerks (QA/QC)	$_____
Billing/Invoice Analysts	$_____
Administrative Assistants	$_____
Field Coordinators (Crew Monitors)	$_____
TOTAL	$_____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates, as needed.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY by SIGNING:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.

2. **LATE BIDS**: Late Bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of Bids.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all Bids, to waive any informality in Bids and, unless otherwise specified by the Vendor, to accept any item in the Bid.

4. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. **EXECUTION:** Failure to execute page 1 of the IFB (Execution Page) in the designated space shall render the Bid non-responsive, and it will be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's Bid.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this Bid, each Vendor shall submit with its Bid any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous Bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a Bid without further consideration.

8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:

    - All copies of the Bid are printed double sided.
    - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
    - Unless absolutely necessary, all Bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
    - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

12. **RECIPROCAL PREFERENCE:** Reserved.

13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its Bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

    Note: Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at https://www.ips.state.nc.us/ips/. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and

construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. **COMMUNICATIONS BY VENDORS:** In submitting its Bid, the Vendor agrees not to discuss or otherwise reveal the contents of its Bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the Bids (i.e., after the public opening of the Bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's Bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

18. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch.aspx. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: http://ncadmin.nc.gov/about-doa/divisions/purchase-contract.

20. **WITHDRAWAL OF BID**: Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this IFB and in formal Addenda issued through IPS.

22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of Bids.

23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's Bid.

24. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:**

   a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.

   b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.

   c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

   d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 60 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **NON-DISCRIMINATION**:
   a) The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
   b) The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY**: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

   a. Vendor warrants to the best of its knowledge that:
      i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
      ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
   b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired

from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.

c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
   i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
   ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 15 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

    a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

    b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

    In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. **INSURANCE:**

    COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

    a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees

engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **ELECTRONIC PROCUREMENT:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) Reserved.

c) Reserved.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's

Bid shall include approval to use the subcontractor(s) that have been specified therein.

18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. **CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

    The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 *et seq.*

20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

    If, after award of a contract, the Vendor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

    Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's Bid are incorporated herein by reference as though set forth verbatim.

    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.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. **PREA:** "The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, Vendor or party. Staff, volunteers, vendors, Vendors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, Vendor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, Vendors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

    As a valued partner with DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DPS Communications office at (800) 368-1985.

    Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy.

    By signing this document, you acknowledge that you understand and will abide by this policy as outlined above."

29. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/portal/SAM and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that Vendors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) **Will any work under this Contract be performed outside the United States?** ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Vendors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Vendors that will perform work outside the U.S.:

b) **The Vendor agrees to provide notice, in writing to the State and Activating Entity, of the relocation of the Vendor, employees of the Vendor, sub-Vendors of the Vendor, or other persons performing services under the Contract outside of the United States** ☐ YES ☐ NO

NOTE: All Vendor or sub-Vendor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) **Identify all U.S. locations at which performance will occur:**

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Activating Entity and Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

_____

Signature Date

_____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor submitting this IFB a Historically Underutilized Business? ☐ **Yes** ☐ **No**

b) Is Vendor a Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If the awarded Vendor plans to subcontract with minority businesses, women's business enterprises and labor surplus area firms (**2 C.F.R. §200.321**) indicate below the HUB subcontractor name(s). If more than one subcontractor will be utilized, please enter "See Attached" and provide an additional page to list all required information with clearly defined Region's.

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
1				
2				
3				
4				
5				
6				

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
7				
8				
9				
10				
11				
12				
13				

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

To the extent applicable, the following are the requirements that Vendor must agree to in order to be awarded any contract under this IFB. If Vendor is unwilling to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this IFB the Vendor affirms this condition, as directed in the VENDOR EXPERIENCE SECTION 4.5 section of this IFB. This affirmation is a material condition for the State's award of any work under this IFB.

2. **Program Monitoring**. Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

3. **Termination for Cause.** If through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

    a. Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.

4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Vendor.

5. **Equal Employment Opportunity**. During the performance of this contract, the Vendor agrees as follows:

    a. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

d. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

6. **Anti-Discrimination**. Vendor will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).

c. *Withholding for unpaid wages and liquidated damages.* NCDEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

d. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

a. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Vendor agrees to report each violation to NCEM and the activating entity and understands and agrees that NCEM and the activating entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Vendor agrees to report each violation to NCEM and the activating entity and understands and agrees that NCEM and the activating entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

   a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

   b. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

   c. This certification is a material representation of fact relied upon by NCEM and any activating entity. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM and any activating entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

   d. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

    Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

    Required Certification. If applicable, Vendors must sign and submit to the NCEM the certification. See Attachment H.

11. **Procurement of Recovered Materials.**

    a. In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
       • Competitively within a timeframe providing for compliance with the contract performance schedule;
       • Meeting contract performance requirements; or
       • At a reasonable price.

    b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

    c. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **Women and Minority Owned Businesses**. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Vendor to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned

businesses in total value of work performed for the State.

13. **Access to Records**. The following access to records requirements apply to this contract:

    a. The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the activating entity access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

    d. In compliance with the Disaster Recovery Act of 2018, NCEM, the activating entity, and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

    e. Vendor agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

14. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. **Personnel**. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with Activating Entity, State or NCEM. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.

19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20. **DHS, Seal, Logo, and Flags**. The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, an 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.

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 and disclose 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.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Vendor's Authorized Official

_____
Name and Title of Vendor's Authorized Official

_____
Date

ATTACHMENT I: DEBRIS QUANTITY FORECAST

The chart below provides forecasts of debris quantities for each county in the State of North Carolina. County data is grouped by geographic region. The forecast is based on the USACE hurricane debris estimating model; model assumptions are listed below. This chart is provided for informational purposes only to assist Vendors in understanding the variations among geographic regions in the state. Fees quoted in Attachment A shall be based on a unit of one (1).

Assumptions:

Population	Vegetation	Commercial
</=59,999	Heavy	Light
60,000-199,999	Medium	Medium
>/=120,000	Light	Heavy

County	Zone	Population (2019)	Household H = P/3 (H)	Storm Assumption Cat 3 (C)	Vegetation Density (V)	Commercial Density (B)	Wet Storm (S)	Debris Forecasting in cyds (Q)
Camden	1	10,710	3570	26	1.5	1	1.3	180,999.00
Chowan	1	14,029	4676	26	1.5	1	1.3	237,090.10
Currituck	1	27,072	9024	26	1.5	1	1.3	457,516.80
Dare	1	36,501	12167	26	1.5	1	1.3	616,866.90
Gates	1	11,573	3858	26	1.5	1	1.3	195,583.70
Hertford	1	23,659	7886	26	1.5	1	1.3	399,837.10
Pasquotank	1	39,639	13213	26	1.5	1	1.3	669,899.10
Perquimans	1	13,422	4474	26	1.5	1	1.3	226,831.80
Beaufort	2	47,079	15693	26	1.5	1	1.3	795,635.10
Bertie	2	19,026	6342	26	1.5	1	1.3	321,539.40
Hyde	2	5,230	1743	26	1.5	1	1.3	88,387.00
Martin	2	22,671	7557	26	1.5	1	1.3	383,139.90
Pitt	2	179,914	59971	26	1.1	1.3	1.3	2,898,654.43
Tyrrell	2	4,131	1377	26	1.5	1	1.3	69,813.90
Washington	2	11,859	3953	26	1.5	1	1.3	200,417.10
Carteret	3	69,524	23175	26	1.3	1.2	1.3	1,221,953.82
Craven	3	102,912	34304	26	1.3	1.2	1.3	1,808,781.31
Greene	3	21,012	7004	26	1.5	1	1.3	355,102.80
Lenoir	3	55,976	18659	26	1.5	1	1.3	945,994.40
Pamlico	3	12,670	4223	26	1.5	1	1.3	214,123.00
Wayne	3	123,248	41083	26	1.1	1.3	1.3	1,985,689.61
Cumberland	4	332,330	110777	26	1.1	1.3	1.3	5,354,279.41
Duplin	4	58,856	19619	26	1.5	1	1.3	994,666.40
Jones	4	9,637	3212	26	1.5	1	1.3	162,865.30
Onslow	4	197,683	65894	26	1.1	1.3	1.3	3,184,936.71
Pender	4	62,162	20721	26	1.3	1.2	1.3	1,092,559.31
Sampson	4	63,626	21209	26	1.3	1.2	1.3	1,118,290.58
Bladen	5	33,190	11063	26	1.5	1	1.3	560,911.00
Brunswick	5	136,744	45581	26	1.1	1.3	1.3	2,203,128.17

Columbus	5	55,655	18552	26	1.5	1	1.3	940,569.50
Hoke	5	54,764	18255	26	1.5	1	1.3	925,511.60
New Hanover	5	232,274	77425	26	1.1	1.3	1.3	3,742,243.84
Robeson	5	131,831	43944	26	1.1	1.3	1.3	2,123,973.18
Franklin	6	67,560	22520	26	1.3	1.2	1.3	1,187,434.56
Granville	6	60,115	20038	26	1.3	1.2	1.3	1,056,581.24
Halifax	6	50,574	16858	26	1.5	1	1.3	854,700.60
Northampton	6	19,676	6559	26	1.5	1	1.3	332,524.40
Person	6	39,507	13169	26	1.5	1	1.3	667,668.30
Vance	6	44,582	14861	26	1.5	1	1.3	753,435.80
Warren	6	19,807	6602	26	1.5	1	1.3	334,738.30
Edgecombe	7	52,005	17335	26	1.5	1	1.3	878,884.50
Harnett	7	134,214	44738	26	1.1	1.3	1.3	2,162,366.49
Johnston	7	202,675	67558	26	1.1	1.3	1.3	3,265,364.48
Nash	7	94,016	31339	26	1.3	1.2	1.3	1,652,425.22
Wake	7	1,092,305	364102	26	1.1	1.3	1.3	17,598,489.96
Wilson	7	81,455	27152	26	1.3	1.2	1.3	1,431,653.08
Anson	8	24,877	8292	26	1.5	1	1.3	420,421.30
Chatham	8	73,139	24380	26	1.3	1.2	1.3	1,285,491.06
Lee	8	61,452	20484	26	1.3	1.2	1.3	1,080,080.35
Montgomery	8	27,271	9090	26	1.5	1	1.3	460,879.90
Moore	8	98,682	32894	26	1.3	1.2	1.3	1,734,434.83
Richmond	8	44,887	14962	26	1.5	1	1.3	758,590.30
Scotland	8	34,810	11603	26	1.5	1	1.3	588,289.00
Caswell	9	22,698	7566	26	1.5	1	1.3	383,596.20
Davie	9	42,733	14244	26	1.5	1	1.3	722,187.70
Forsyth	9	379,099	126366	26	1.1	1.3	1.3	6,107,790.36
Rockingham	9	90,690	30230	26	1.3	1.2	1.3	1,593,967.44
Stokes	9	45,467	15156	26	1.5	1	1.3	768,392.30
Surry	9	71,948	23983	26	1.3	1.2	1.3	1,264,558.05
Yadkin	9	37,543	12514	26	1.5	1	1.3	634,476.70
Alamance	10	166,436	55479	26	1.1	1.3	1.3	2,681,505.87
Davidson	10	166,614	55538	26	1.1	1.3	1.3	2,684,373.69
Durham	10	316,739	105580	26	1.1	1.3	1.3	5,103,087.61
Guilford	10	533,670	177890	26	1.1	1.3	1.3	8,598,135.26
Orange	10	146,027	48676	26	1.1	1.3	1.3	2,352,689.67
Randolph	10	143,351	47784	26	1.1	1.3	1.3	2,309,575.74
Cabarrus	11	211,342	70447	26	1.1	1.3	1.3	3,405,001.41
Catawba	11	158,652	52884	26	1.1	1.3	1.3	2,556,095.26
Cleveland	11	97,645	32548	26	1.3	1.2	1.3	1,716,208.52
Gaston	11	222,846	74282	26	1.1	1.3	1.3	3,590,346.19
Iredell	11	178,435	59478	26	1.1	1.3	1.3	2,874,825.76
Lincoln	11	83,770	27923	26	1.3	1.2	1.3	1,472,341.52

Mecklenburg	11	1,093,901	364634	26	1.1	1.3	1.3	17,624,203.64
Rowan	11	141,262	47087	26	1.1	1.3	1.3	2,275,919.17
Stanly	11	62,075	20692	26	1.3	1.2	1.3	1,091,030.20
Union	11	235,908	78636	26	1.1	1.3	1.3	3,800,792.42
Alexander	12	37,353	12451	26	1.5	1	1.3	631,265.70
Alleghany	12	11,161	3720	26	1.5	1	1.3	188,620.90
Ashe	12	27,109	9036	26	1.5	1	1.3	458,142.10
Avery	12	17,505	5835	26	1.5	1	1.3	295,834.50
Burke	12	90,382	30127	26	1.3	1.2	1.3	1,588,554.03
Caldwell	12	82,029	27343	26	1.3	1.2	1.3	1,441,741.70
McDowell	12	45,507	15169	26	1.5	1	1.3	769,068.30
Mitchell	12	15,000	5000	26	1.5	1	1.3	253,500.00
Rutherford	12	66,826	22275	26	1.3	1.2	1.3	1,174,533.78
Watauga	12	55,945	18648	26	1.5	1	1.3	945,470.50
Wilkes	12	68,557	22852	26	1.3	1.2	1.3	1,204,957.83
Yancey	12	17,903	5968	26	1.5	1	1.3	302,560.70
Buncombe	13	259,103	86368	26	1.1	1.3	1.3	4,174,494.80
Cherokee	13	28,383	9461	26	1.5	1	1.3	479,672.70
Clay	13	11,139	3713	26	1.5	1	1.3	188,249.10
Graham	13	8,484	2828	26	1.5	1	1.3	143,379.60
Haywood	13	61,971	20657	26	1.3	1.2	1.3	1,089,202.30
Henderson	13	116,748	38916	26	1.3	1.2	1.3	2,051,962.85
Jackson	13	43,327	14442	26	1.5	1	1.3	732,226.30
Macon	13	35,285	11762	26	1.5	1	1.3	596,316.50
Madison	13	21,763	7254	26	1.5	1	1.3	367,794.70
Polk	13	20,611	6870	26	1.5	1	1.3	348,325.90
Swain	13	14,245	4748	26	1.5	1	1.3	240,740.50
Transylvania	13	34,215	11405	26	1.5	1	1.3	578,233.50

ATTACHMENT J: CERTIFICATION OF CAPACITY/CAPABILITIES

Name of Vendor: _____

Please answer all questions fully. If additional space is needed please provide explanations on an additional page clearly titled "Attachment J: Additional Information Provided". By signing this page Vendor certifies that all information is complete and accurate to best of Vendor's capabilities.

1. Please provide the number of direct employees of the Vendor. _____
2. Is there a minimum standard of training that all employees receive, such as FEMA ICS or NIMS training? If so please list: _____
3. List physical locations that would allow Vendor Representatives to be on site within the required 24 hours:
4. Please provide a brief description of the equipment immediately available to Vendor staff to ensure proper execution of the scope of work: _____
5. Please list contracts Vendor has held within the last three (3) years, with dates, that would be multijurisdictional and speak to their capacity to effectively execute this scope of work: _____
6. Please disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance: _____

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Invitation for Bid #: 19-IFB-015120-DAD

Regional Prepositioned Debris Hauling

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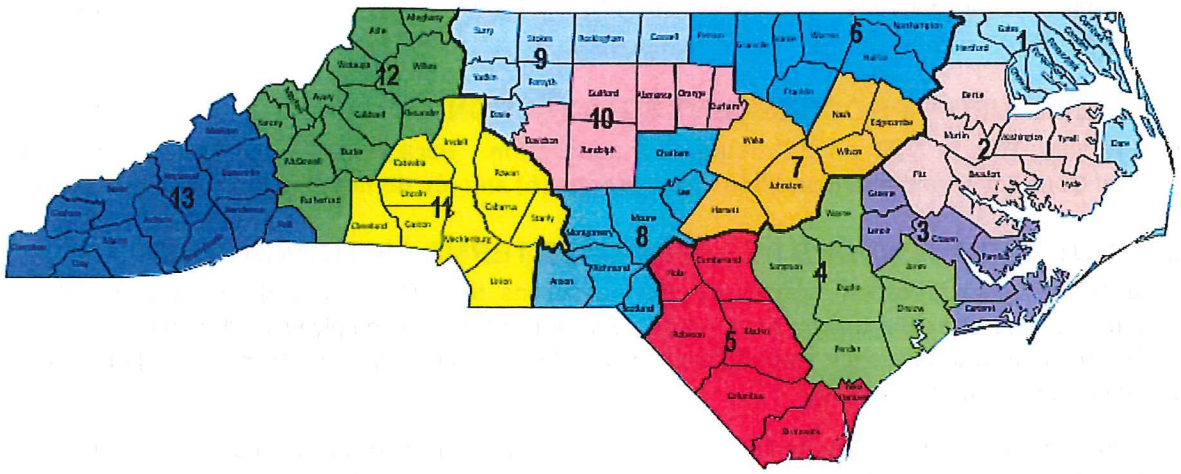
1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Public Safety, Division of Emergency Management (NCEM) is soliciting Bids to acquire the services of a qualified Vendor(s) to enter into pre-event contracts with Activating Entities at no immediate or annual cost to NCEM for the following services: Vendors shall provide disaster debris removal recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster in order to eliminate immediate threats to public health and safety and assist in community disaster recovery. This is a multi-jurisdiction solicitation; however, each Activating Entity will contract directly with the awarded Vendor entirely in the Activating Entity's sole discretion.

This Invitation for Bid, hereafter, IFB, is designed to solicit Bids from qualified Vendors for thirteen regional contracts to be awarded based on geographic regions as described below. Each region has its own unique geographic challenges and all Vendors are encouraged to research, prior to bid submission, the areas described below, and evaluate their ability to respond to the unique needs of each region. Vendors are also encouraged to review the debris quantity forecasts in ATTACHMENT J.

Region 1 – Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank and Perquimans Counties
Region 2 – Beaufort, Bertie, Hyde, Martin, Pitt, Tyrell and Washington Counties
Region 3 – Carteret, Craven, Greene, Lenoir, Pamlico and Wayne Counties
Region 4 – Cumberland, Duplin, Jones, Onslow, Pender and Sampson Counties
Region 5 – Bladen, Brunswick, Columbus, Hoke, New Hanover and Robeson Counties
Region 6 – Franklin, Granville, Halifax, Northampton, Person, Vance and Warren Counties
Region 7 – Edgecombe, Harnett, Johnston, Nash, Wake and Wilson Counties
Region 8 – Anson, Chatham, Lee, Montgomery, Moore, Richmond and Scotland Counties
Region 9 – Caswell, Davie, Forsyth, Rockingham, Stokes, Surry and Yadkin Counties
Region 10 – Alamance, Davidson, Durham, Guilford, Orange and Randolph Counties
Region 11 – Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union Counties
Region 12 – Alexander, Alleghany, Ashe, Avery, Burke, Caldwell, McDowell, Mitchell, Watauga, Rutherford, Wilkes and Yancey Counties
Region 13 – Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, Polk, Swain and Transylvania Counties



Entities that are eligible to activate a debris removal services contract awarded pursuant to this IFB include eligible entities as outlined in 44 CFR 206.221(e) and may include the following: counties, incorporated municipalities, public school systems, community colleges, other units of government located within a geographic region, and state agencies such as the NC Department of Transportation, constituent institutions of the University of North Carolina, and other state agencies with the legal responsibility for management of state-owned property, and as indicated below, including but not limited to local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or

drainage easements, within a geographic region. Entities activating a debris removal services contract are referred to in this IFB as "Activating Entities."

Pursuant to NCGS 166A-19.12(13), NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." Pursuant to 44 C.F.R §206.222, Applicants for Public Assistance include:

(a) State and local governments.

(b) Private non-profit organizations or institutions which own or operate a private nonprofit facility as defined in § 206.221(e).

(c) Indian tribes or authorized tribal organizations and Alaska Native villages or organizations, but not Alaska Native Corporations, the ownership of which is vested in private individuals.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

Quantities referenced in this document represent the best available estimates of the State's requirements. Each disaster is unique. Therefore, nothing in this document shall be construed to prevent the State, when necessary, from soliciting bids to acquire additional debris removal services, nor shall it be construed to require the State to purchase services beyond its actual requirements.

This is a multi-vendor awarded contract to ensure the needs of the Activating Entity are met; however, no quantities are guaranteed.

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference.

2.2 RESERVED E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions, paragraphs (b) and (c), do not apply to this solicitation.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the IFB's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this IFB, those must be submitted as questions in accordance with the instructions in Section 2.5 BID QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's Bid. This applies to any language appearing in or attached to

the document as part of the Vendor's Bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the Bid non-binding or subject to further negotiation. *Vendor's Bid shall constitute a firm offer.*

By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Bid as nonresponsive.

Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	July 10, 2020
Voluntary (highly encouraged) Pre-bid Meeting (virtual)	State	**July 21**, 2020 at **9:00 AM** ET via WebEx
Submit Written Questions	Vendor	**July 24**, 2020 by **2:00 PM** ET
Provide Response to Questions	State	July 28, 2020
Submit Bids	Vendor	**August 10**, 2020 by **2:00 PM** ET
Contract Award	State	As soon as possible after evaluation
Contract Effective Date	State	Immediately upon contract execution

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best Bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to angie.dunaway@ncdps.gov by the date and time specified above. Vendors should enter "**19-IFB-015120-DAD: Questions**" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date and time, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), http://www.ips.state.nc.us, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its Bid has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each Bid when received. Any Bid submitted after the Bid deadline will be rejected.

Mailing address for delivery of Bid via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)
Bid Opens: 8/10/2020 at 2:00 pm ET BID NUMBER: **19-IFB-015120-DAD Debris Hauling** Attn: Angie Dunaway North Carolina Department of Public Safety Purchasing and Logistics 3030 Hammond Business Place Raleigh, NC 27603

Attempts to submit a Bid via facsimile (FAX) machine, telephone or email in response to this IFB shall NOT be accepted.

a) Submit **one (1) signed, original** Bid response, **two (2) un-redacted copies, one (1) redacted copy** and **one (1) electronic** version on a flash drive. The electronic (flash drive) version shall be an exact replica of the hardcopy and shall contain two (2) files – **un-redacted** version and, if required, **redacted** (Proprietary and Confidential Information Excluded; and, Federal ID number removed). All shall be submitted simultaneously with the Bid response to the address identified in the table above.

   Electronic file(s) shall NOT be password-protected but, shall be in .PDF or .XLS format, and shall be capable of being copied to other sources.

b) Submit your Bid in a **sealed** package. Clearly mark the outside of the package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) Bid, each Bid shall be submitted in separate sealed envelope and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Bids may be subject to rejection unless submitted with the information above included on the outside of the sealed Bid package.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors proposing on this IFB periodically check the State's IPS website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

Contact with anyone working for or with the State regarding this IFB other than the State Contract Lead named on the face page of this IFB in the manner specified by this IFB shall constitute grounds for rejection of said Vendor's offer, at the State's election.

Public Bid Opening. All bids will be opened in public at the following location: **DPS Purchasing and Logistics, 3030 Hammond Business Place, Raleigh, NC 27603.**

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all information requested in this IFB consistent with all IFB instructions may constitute grounds for rejection of the Bid. Vendor IFB responses shall include the following items and those attachments shall be arranged in the following order:

a) **SECTION 1**: Completed and signed pages requiring information and/or execution.
   - **FEDERAL EMPLOYER IDENTIFICATION**, IFB page 2
   - **EXECUTION PAGE**, IFB page 3
   - Any **ADDENDA** released in conjunction with this IFB (if required to be returned)

- **REFERENCES** (ref § 4.6)
- **PROOF OF INSURANCE** (ref § 5.30)
- **PROOF OF ABILITY TO SECURE PAYMENT & PERFORMANCE BOND** (ref § 5.31)
- **PROJECT MANAGER/TRANSMITTING NOTICE TO PROCEED** (ref § 6.1)
- **ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**
- **ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**
- **ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESS INFORMATION**
- **ATTACHMENT H: CERTIFICATION REGARDING LOBBYING**

b) **SECTION 2**: Download, complete and print the **Excel PRICE file.** The link to the price file is located in Attachment A – Pricing. The "PRICE" file on the flash drive shall be in .XLS format and shall be an exact replica of the printed information that appears in Section 2 of the submitted hardcopy.

c) **SECTION 3**: Entire **body of the IFB** (including signature on all attachments where requested).

d) **SECTION 4**: **Detailed response** for the following **items**. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. **Corporate Background and Experience**

   This section shall include background information on the organization and should give details of experience with similar projects, (ref § 4.5).

2. **Outsourcing**

   Detail the manner in which the Vendor intends to utilize resources or workers located outside of the United States, (ref § 3.5 and Attachment D).

3. **Project Organization**

   This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. Including information verifying their qualifications and experience.

4. **Technical Approach**

   This section shall include, in narrative, outline, and/or graph form, the Vendor's approach to accomplishing the tasks outlined in the Scope of Work (ref § 5) of this IFB, including the training plan for staff assigned to this project.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

a) **ACTIVATING ENTITY**: Eligible Applicants for FEMA PA Assistance to activate the IFB, enter into the contract for debris removal services with the Vendor, and issue the Notice to Proceed.

b) **ACTIVATING ENTITY CONTACT:** Representative of the Activating Entity who corresponds with Vendors that contract with the Activating Entity and that administers the contract for the Subrecipient Activating Entity.

c) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.

d) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

e) **CONTRACT LEAD:** Representative of the North Carolina Department of Public Safety who corresponds with potential Vendors and Activating Entities concerning the debris removal project.

f) **DEBRIS MONITORING SERVICES CONTRACTOR**: The Vendor activated by the Activating Entity as the Activating Entity's contractor for Debris Monitoring services.

g) **DPS:** Department of Public Safety

h) **ELIGIBLE DEBRIS:** All disaster-related debris located on local roads, rights of ways, federal aid highways, state

roads, government maintained public property, and/or drainage easements.

i) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.

j) **ET:** Eastern Time

k) **FEMA:** Federal Emergency Management Agency

l) **FHWA:** Federal Highway Administration

m) **IFB:** Invitation for Bid

n) **JFHQ:** North Carolina Division of Emergency Management, Joint Force Headquarters

o) **NC DEQ:** North Carolina Department of Environmental Quality

p) **NCEM:** North Carolina Emergency Management

q) **PDAT:** FEMA Procurement Disaster Assistance Team

r) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.

s) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the IFB and then publicly opened. NO responses will be accepted after that time and date.

t) **QUALIFIED BID:** A responsive Bid submitted by a responsible Vendor.

u) **PPDR:** Private Property Debris Removal

v) **PREPOSITIONED:** A contract established prior to a disaster that can be enacted as needed.

w) **REDACTED:** Copy of the Vendors bid response **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors; including the removal of the Vendors federal identification number.

x) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.

y) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.

z) **SHOULD:** Denotes that which is recommended, not mandatory.

aa) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

bb) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

cc) **USACE:** U.S. Army Corp of Engineers'

dd) **UN-REDACTED**: Copy of the Vendors bid response unedited including all confidential and/or proprietary information.

ee) **VENDOR:** Supplier, Vendor, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to an Invitation for Bid.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law. Activating entities shall enter into separate contracts with Vendors by issuing a Notice to Proceed which incorporates by reference all pricing, terms, and conditions of the contract awarded by NCEM pursuant to this IFB.

All qualified bids will be evaluated and award or awards will be made based on the qualified bid(s) offering the lowest price that meet the requirements set out herein.

While the intent of this IFB is to award a Contract(s) to Vendor(s) for all line items per Geographic Region, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award any portion of

the Services or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the State to do so. It is the State and the Activating Entity's intention to have primary, secondary, and tertiary Vendors available to appropriately respond to the magnitude of the event. Vendors may be awarded more than one region, but consideration will be paid toward capacity to ensure activation by all eligible areas would not overwhelm the Vendors resources and detrimentally effect North Carolina's recovery. Vendors cannot be awarded the hauling contract (this IFB) and the monitoring contract (a separately issued IFB) for the same geographic region as described in Section 1.0 PURPOSE AND BACKGROUND.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this IFB. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in bids received.

Pursuant to 2 CFR § 200.323, NCEM has conducted an independent cost analysis in conjunction with this procurement.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Method of Award as outlined herein.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS

From the issuance date of this IFB through the date the contract is awarded, each Vendor submitting a Bid (including its representatives, sub-Vendors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's Bid or qualifications, the contents of another Vendor's Bid, another Vendor's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of Bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's Bid may be disqualified if its sub-Vendor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or general inquiries directed to the purchaser regarding requirements of the IFB (prior to Bid submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

The State shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB.

Issuance of the Notice to Proceed constitutes Activating Entity's approval of the Bid Evaluation Process as outlined herein.

The State will conduct a One-Step evaluation of Bids:

a) Bids will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this IFB.

b) All Bids must be received by the issuing agency not later than the date and time specified on the cover sheet of this IFB.

c) At that date and time, the Bid from each responding Vendor will be opened publicly and the name of the Vendor will be announced.

d) At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the Bid. Vendors are cautioned, however, that the evaluators

are not required to request presentations or other clarification—and often do not. Therefore, all Bids should be complete and reflect the most favorable terms available from the Vendor.

e) Bids will generally be evaluated to ensure completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below. Contracts will be awarded on a low-cost per Geographic Region basis; with the intent to have a primary, secondary, and tertiary Vendor to appropriately respond to the magnitude of the event.

f) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

g) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the IFB have been evaluated.

h) The State reserves the right to reject all original offers and request one or more of the Vendors submitting Bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the IFB have been evaluated and determined to be unsatisfactory.

i) Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other Bids lacked merit, but that the selected Vendors met the standard of responsive and responsible at a lower overall cost.

3.4 EVALUATION CRITERIA

All qualified Bids will be evaluated and award made based on whether or not the requirements listed in this IFB have been met. If all requirements have been met then the remaining Vendors will be awarded solely on a low-cost basis. Minimum requirements include, but are not limited to, completion of Attachments A1, A2, D, E, F, H and J. If additional pages are necessary to fully answer questions presented in the listed attachments, please clearly label those answers.

Vendor should have sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the Activating Entity. The evaluators may randomly select any of Vendor's references, but the evaluators' reserve the right to contact all the references listed. The failure of the Vendor to list all similar contracts within the past three (3) years may result in the rejection of the Vendor's Bid. **Vendors shall disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance.** The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the past three (3) years. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts. Award of a contract to one Vendor does not mean that the other Bids lacked merit.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the Activating Entity
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State and Activating Entity's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State and Activating Entity's business requirements and internal operational culture
g) Particular risk factors such as the security of the State and Activating Entity's information technology

h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This Invitation for Bid serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department and the Activating Entity; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Invitation for Bid shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. All provisions of the North Carolina General Contract Terms and Conditions (ATTACHMENT C) and Required Elements for Utilization of Federal Funds (ATTACHMENT G) shall apply to and be incorporated by reference into a Notice to Proceed issued by an Activating Entity. References to "NCEM," "State," or "State of North Carolina" in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds shall also mean the Activating Entity which has issued a Notice to Proceed to Vendor(s). Vendor(s) shall be bound to the Activating Entity by all provisions in the North Carolina General Contract Terms and Conditions and Required Elements for Utilization of Federal Funds to the same extent as Vendor(s) are bound to the State under a contract awarded pursuant to this IFB. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether Bids should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Activating Entity's needs as described in the Invitation for Bid. Except as specifically stated in the Invitation for Bid, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a Bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a Bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better Bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). This Agreement may be extended, upon agreement, for two (2) additional one (1) year periods.

4.2 PRICING

Bid price shall constitute the total cost to Activating Entity to complete performance in accordance with the requirements and specifications herein, including all applicable charges, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT A.1: FEE SCHEDULE and ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES and include both completed Fee Schedules in your Bid.

4.3 INVOICES

The Vendor must submit any and all invoices directly to the Activating Entity in accordance with Section 5.

4.4 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable or lacks the financial resources to fully perform the services required under the contract(s). From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State and Activating Entity within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.5 VENDOR EXPERIENCE

In its Bid, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor shall **provide any FEMA courses/certifications** or formally documented work-related experience relative to performing the duties referenced in Section 5.0 (SCOPE OF WORK).

4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	E-MAIL

4.7 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing Services under any contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State or Activating Entity.

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead or the Activating Entity contact. Vendor shall notify the Contract Lead or Activating Entity of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State or Activating Entity will approve or disapprove the requested substitution in a timely manner. The State or Activating Entity may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the State or Activating Entity may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State or Activating Entity under this Contract. Vendor will serve as the prime Vendor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State or Activating Entity. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials, vehicles, and all other equipment necessary for the Vendor to provide and deliver the Services.

c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

Pursuant to NCGS 166A-19.12, NCEM has the power as delegated by the Governor and the Secretary of the Department of Public Safety for the "Administration of federal and State grant funds provided for emergency management purposes, including those funds provided for planning and preparedness activities by emergency management agencies." FEMA provides disaster assistance for debris removal under the Stafford Act at 42 U.S.C. 5173, 5189f, and 5170b and at 44 CFR Part 206, including but may not be limited to, 44 CFR 206.224. Under the FEMA PA Program, the "Recipient" is the grant administrator for the funds. The "Recipient" is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients." 2 CFR 200.86, 44 CFR 206.202, and the FEMA PA Program and Policy Guide June 1, 2020. As the Recipient, the Public Assistance Section of NCEM "receives funding under the disaster declaration and disburses funding to approved subrecipients." FEMA PA Program Overview. Subrecipients are "the government or other legal entity to which a subgrant is awarded and which is accountable to the recipient for the use of the funds provided." 44 CFR 206.201. The Subrecipient is the non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency." 2 CFR 200.93 and the FEMA PA Program and Policy Guide June 1, 2020. Under this IFB, NCEM is the Recipient. The Activating Entity is a Subrecipient. The Vendor is a contractor of the Activating Entity Subrecipient under this IFB.

NCEM is taking measures to ensure our communities are abundantly prepared to respond in the event of a natural or manmade disaster, or other potential events. Activation of the contract by the Activating Entity is strictly voluntary. No entity is required to purchase goods and services available under a contract awarded pursuant to this IFB; the intention is to allow entities the best available services at the best available price.

The extent and severity of the natural disasters to affect North Carolina have shown the need to have pre-positioned debris removal services contracts available for local governments and State Agencies to activate as necessary. Therefore, NCEM has developed this IFB for the Activating Entity to activate and award contracts for these services in the thirteen separate geographical regions around the state as identified previously in Section 1.0 of this IFB. The primary purposes of this IFB for regional debris removal and disposal services are to contract for:

(1) the removal of all eligible disaster-generated debris in compliance with all applicable Federal, State, and local laws, regulations, and policies
(2) the proper disposal of all eligible disaster-generated debris

While it is anticipated that these debris removal services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of these services shall also apply for non-declared disaster

events. If the event is a non-declared disaster event, the cost of services provided during a non-declared disaster event may not receive reimbursement under the FEMA or State PA Program or FHWA.

It is a requirement of this IFB that the successful Vendor be able to provide the services set out in these bid specifications in full compliance with all State, NCEM, FEMA and FHWA guidelines and regulations and federal law and regulations applicable at the time work is performed to ensure reimbursement under the FEMA Public Assistance Program or from another federal funding source, if applicable. Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.

The Vendor will work closely throughout the project with designated Activating Entity personnel and/or the monitoring services Vendor. Both the Activating Entity and the monitoring services Vendor will provide the names, contact information, and program areas of appropriate local and monitoring services Vendor personnel.

5.1 SERVICES ACTIVATION PROCEDURES

Any Activating Entity shall be authorized under the terms of the contract between the Activating Entity's awarding authority and the successful Vendor to activate the contract in the event of a disaster within its jurisdiction warranting the need for debris removal and/or disposal activities. No entity shall be required to activate the services of the Vendor. However, in the event an entity desires to utilize the services of the Vendor, the Activating Entity will forward to the Vendor a written Notice to Proceed on a form prepared for that purpose. The Activating Entity shall provide NCEM a copy of the Notice to Proceed.

The Vendor will be required to respond to the Notice to Proceed within 24 hours of its receipt and to activate its forces as soon as weather and safety conditions allow as directed by the Activating Entity.

Once activated, the Vendor shall provide the services set out in this IFB to the extent necessary to meet the needs of the Activating Entity.

The Vendor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a project manager, in the region requested by the Activating Entity within 24 hours of receipt of the written Notice to Proceed. **Each Vendor shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the Vendor.** Project communication contacts for the Activating Entity shall be detailed in the Notice to Proceed delivered by the Activating Entity. The Vendor shall be responsible for coordinating with these designated representatives to ensure compliance with the 24-hour mobilization requirement is met.

Upon receipt of the Notice to Proceed but prior to commencing any debris removal or disposal activities, the Vendor shall provide the Activating Entity with a work plan for all activities to be conducted during the project. The initial work plan shall detail a 7- and 14-day projection of activities. The plan shall be updated every week throughout the project period. The Activating Entity may prioritize areas where the Vendor shall perform specified activities.

Upon activation, Vendor shall perform or participate in the Activating Entity's initial debris quantity estimating. Vendor shall use debris quantity estimates to create a work plan and establish a not-to-exceed contract price for performance of all debris removal activities required under the Notice to Proceed. A not-to-exceed contract price is required by 2 C.F.R. 200.318(j)(1). The not-to-exceed contract price shall be based on initial debris quantity estimates multiplied by the applicable pricing in Vendor's Contract awarded by NCEM. The not-to-exceed contract price shall be provided to the Activating Entity along with the work plan within 7 days of receipt of the Notice to Proceed.

All activities conducted for the Activating Entity shall be performed during daylight hours. The Vendor may work seven days per week, including holidays. However, the Activating Entity may suspend all operations due to inclement weather or unsafe conditions.

5.2 TRAINING REQUIREMENT

The Vendor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet State, NCEM, FEMA, and FHWA requirements, and where possible or required by State, NCEM, FEMA, or FHWA rules or regulations, shall involve personnel from either or all of these agencies. Proof of training shall be provided to the Activating Entity when responding to a Notice to Proceed. **The Vendors must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.**

5.3 LOCATION OF DEBRIS REMOVAL SITES

The Vendor shall be required to remove debris from all areas identified by the Activating Entity as included in the Notice to Proceed and other directions from the Activating Entity. This may include the removal of debris from state roads, federal aid highways, local roads, state agency facilities or local government maintained public property, and/or drainage easements. This may also in some instances include the removal of debris from private property, but only if the disaster triggers the activation of private property debris removal (PPDR) and only if specifically authorized by the Activating Entity. The Activating Entity may limit the scope or type of debris to be removed by the Vendor. The Vendor shall not perform any work in an area that has not been specifically assigned to the Vendor by the Activating Entity.

The Vendor shall make as many passes through the locations where debris is to be removed as are necessary and as directed by the Activating Entity. Unless otherwise directed by the Activating Entity, there shall be up to three passes with a minimum of one weekend between each pass; provided, however, the Vendor shall complete each pass over all locations in the designated area prior to beginning the next pass. The Vendor shall not move from one designated work area to another designated work area without prior approval from the Activating Entity. The scheduling of passes will be coordinated and approved by the designated Activating Entity representative.

5.4 DEBRIS LOCATION SITE PREPARATION AND MANAGEMENT

The Vendor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The Vendor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area.

Closure or blocking of public streets and other rights of way shall not be permitted unless prior arrangements have been made with the Activating Entity and the closures are coordinated with local personnel as directed by the Activating Entity.

Prior to performing any work at a debris removal location site, the Vendor shall contact North Carolina 811 and any other utility company for the purpose of identifying utility lines and components in advance of work.

5.5 SCOPE OF SERVICES

The Vendor must demonstrate in its bid documents that they are capable of performing debris removal services in compliance with all State, FEMA, FHWA, and any applicable local guidelines and regulations and applicable federal, state and local law and regulations to any of the entities in the region for which the contract is awarded. As there may be a need for simultaneous performance of services of the contract in more than one jurisdiction in the region at the same time, the successful Vendor must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the Vendor is awarded the regional debris removal services contract under this IFB.

Vendor shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the State, NCEM, FEMA,

and FHWA and all applicable federal, State and local laws and regulations in effect at the time of the work being performed. Throughout these bid specifications, any reference to FEMA shall also mean FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The Vendor shall further demonstrate compliance with, including but not limited to, the following:

- FEMA Public Assistance Program and Policy Guide V.4 (June 2020) and any potential updates
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
- Title 2 U.S. Code of Federal Regulations, Part 200
- Title 44 U.S. Code of Federal Regulations, Part 206
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
- Clean Air Act and Federal Water Pollution Control Act
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
- 31 U.S.C. § 1352 and 44 C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
- Section 6002 Solid Waste Disposal Act
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts Emergency Relief Manual (Federal-Aid Highways) (May 2013)
- FEMA and Federal Requirements for Access to Records
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
- Other applicable Federal, State, and local laws, rules, regulations, policy or guidance

In addition to the compliance requirements above, the Vendor shall comply with requirements under **2 C.F.R. §200.321.** The awarded Vendor agrees, if subcontracts are to be utilized, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

The affirmative steps must include:

a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as North Carolina Department of Administration Office of Historically Underutilized Businesses, the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The awarded Vendor shall document its efforts to comply with the above-described affirmative steps.

Except by written consent and agreement of the Activating Entity, the Vendor is expected to complete all activities for an Activating Entity within 180 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the Activating Entity that the last load of debris has been delivered unless there is a written extension of time granted by the Activating Entity. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the Vendor and the Activating Entity and, where applicable, approved by NCEM, FEMA, and FHWA. The contract shall provide for the assessment of liquidated damages in the amount of $5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

5.6 PROJECT MANAGEMENT AND WORK FORCES

The Vendor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a project manager, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

The vendor must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed. The Vendor may use contract labor for this function and is encouraged, but not required, to employ local residents and subcontractors in the Activating Entity. However, the Vendor shall document in his or her bid that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the Vendor's own equipment and personnel within the 180-day time frame for completion of the project.

5.7 PROJECT MANAGER

The Vendor shall have a project manager assigned to the Activating Entity at the time of contract activation and shall provide the Activating Entity with adequate contact information regarding this person in its initial response to the Notice to Proceed. **The Vendor must demonstrate in his or her bid documents that he or she will be able to assign a project manager to an Activating Entity at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or NCEM, FEMA, and FHWA related issues.

Additionally, the project manager shall perform, at a minimum, each of the following duties:

(1) contact designated personnel from the Activating Entity immediately upon receipt of the Notice to Proceed to discuss the scope of services expected;
(2) remain within the activating region during all work hours throughout the length of the project;
(3) schedule and coordinate daily debris removal activities with designated Activating Entity personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities;
(4) attend and participate in meetings and press conferences with designated Activating Entity personnel as determined necessary by the Activating Entity;
(5) oversee and supervise all debris removal and disposal activities throughout the project;
(6) regularly communicate with designated Activating Entity and monitoring services Vendor personnel to keep the Activating Entity informed of all aspects of the debris removal and disposal activities;
(7) provide input to the Activating Entity to improve efficiency of collection and removal of debris;
(8) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

5.8 SAFETY OFFICER

The Vendor shall have a safety officer assigned to a project in any activating region to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The safety officer may be the Vendor's project manager, but he or she shall be properly trained in all applicable safety requirements and be able to dedicate the appropriate time to issues of safety as deemed necessary by the Activating Entity to ensure safe work conditions and practices in all work areas. The safety officer shall be available in person to Activating Entity personnel at any time during the project. The Activating Entity may require the Vendor to appoint a new safety officer if the Activating Entity determines the Vendor is not adequately addressing safety concerns. The Activating Entity may

also cease work of the Vendor if it determines safety concerns are not being addressed in a timely and sufficient manner.

5.9 ENVIRONMENTAL PERMITS, FEES, AND PROTECTIONS

The Vendor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities. Copies of all documentation evidencing proper permitting and approval shall be provided to the Activating Entity before any activities begin.

The Vendor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal, state, and local laws and regulations regarding same.

5.10 ELIGIBLE DEBRIS REMOVAL

The Vendor shall be responsible for clearing, separating, and removing any and all eligible debris from all locations identified by the Activating Entity using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:

(1) Examining and sorting debris into separate categories,
(2) Loading the sorted debris onto appropriate hauling equipment, and
(3) Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site.

The Vendor shall only be authorized to clear, separate, and remove eligible debris as directed by the Activating Entity and shall only be paid by the Activating Entity for removal of eligible debris. The Vendor shall document ineligible debris left at a debris removal location and shall notify the designated Activating Entity jurisdiction representative immediately of any ineligible debris placed at the right of way for collection. "Eligible debris" is all disaster-related debris located on local roads, rights of ways, federal aid highways, state roads, government maintained public property, and/or drainage easements provided:

(1) The debris complies with current or future State, NCEM, FEMA, and FHWA debris eligibility guidelines and regulations,
(2) The removal of the debris is the legal responsibility of the Activating Entity, and
(3) The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility or is necessary for the community to aid in recovery.

The types of eligible debris which the Vendor may be required to remove include, at a minimum, each of the following:

(1) Trees and limbs
(2) Stumps
(3) Construction and demolition debris
(4) Scattered displaced debris
(5) Household hazardous waste
(6) Vegetative debris
(7) White goods
(8) Electronic waste
(9) Waterway debris
(10) Sand and silt
(11) Vehicles
(12) Vessels
(13) Biowaste

There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. The Vendor shall at all times comply with these procedures and all State, NCEM, FEMA, FHWA, and local guidelines and regulations related to same.

5.11 DEBRIS REMOVAL PROCEDURES

The Vendor shall perform all debris removal services necessary as directed by the Activating Entity. The Activating Entity may limit the services to be performed by the Vendor. All work shall be accomplished in a safe manner in accordance with state and local jurisdictions standards and guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the Vendor leaves the area.

The Activating Entity may periodically inspect any and all debris removal locations, verify quantities of debris collected, and review debris removal activities of the Vendor.

All work shall be conducted in such a manner that will not interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. The Vendor shall only perform services authorized by the Activating Entity. The Vendor shall not enter onto private property for debris removal activities conducted on behalf of the Activating Entity, except when specifically authorized due to activation of private property debris removal (PPDR). Additionally, the Vendor shall not solicit work from private citizens or others while performing services for the Activating Entity.

The following procedures will be utilized by the Vendor for each of the categories of debris and work set out below.

5.12 TREES, LIMBS, AND STUMPS

The Vendor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under NCEM, FEMA, and FHWA guidelines and regulations. Prior approval of NCEM, FEMA, and FHWA may be required.

Eligible, approved uprooted trees with exposed roots shall be removed in their entirety with the stump hole back-filled with approved material. Holes present as a result of uprooted trees in the public right of way shall be back-filled to ground level with approved soil. Any trees with exposed root balls shall have the location tracked by GPS coordinates with a minimum of five (5) decimal places.

Partially uprooted stumps on improved public property or rights of way with 2 feet or larger in diameter measured 2 feet above the ground that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by the Activating Entity and only after the Activating Entity has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by the Activating Entity for conversion to cubic yards using the attached Stump Conversion Table.

Leaning or fallen trees which extend onto the public right of way or roadway from private property and which are at risk of falling onto the roadway, on utility lines, or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Standing, dead trees are **not** eligible for removal.

Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down.

5.13 CONSTRUCTION, DEMOLITION, AND SCATTERED DISPLACED DEBRIS

The Vendor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the Activating Entity's right-of-way areas. Construction and household debris should not be mixed with vegetative debris or appliances, or hazardous and toxic waste. Household garbage shall **not** be collected.

5.14 HOUSEHOLD HAZARDOUS WASTE (HHW)

Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated Activating Entity jurisdiction personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.

5.15 VEGETATIVE DEBRIS

The Vendor shall perform vegetative debris reduction by chipping and grinding whenever possible. If it is considered appropriate by all necessary parties to burn material, the preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by tilling.

However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal. In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the Vendor shall accomplish vegetative debris reduction by air curtain incineration, as directed by the Activating Entity.

5.16 WHITE GOODS

The Vendor shall collect and dispose of eligible white goods in compliance with all applicable federal, state and local laws and regulations. White goods include, but are not limited to, appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers.

5.17 ELECTRONIC WASTE

The Vendor shall collect and dispose of eligible electronic waste in a manner complying with all applicable federal, state and local laws and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

5.18 WATERWAY DEBRIS REMOVAL

The Vendor shall be responsible for the removal of debris waterways, such as but not limited to sounds, canals, rivers, creeks and streams. Once the debris is retrieved and measured by cubic yard, then disposal and payment for the disposal will depend on the type of debris retrieved.

5.19 SAND, SILT, DIRT AND BOULDER REMOVAL

Where applicable, the Vendor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt, rock and boulder deposited on the Activating Entity's right of way or public property. All listed materials should be

removed if posing a risk to persons ability to traverse public right of ways. This may include, but is not limited to, impeding through access or making the conditions of the roads unsafe to the general public.

5.20 VEHICLE REMOVAL

The Vendor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on the Activating Entity's right of way or public property. The Vendor shall comply with applicable North Carolina law and local junked and abandoned vehicle ordinances.

5.21 VESSEL REMOVAL

The Vendor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on the Activating Entity's right of way, waterways, or public property.

5.22 BIOWASTE

The Vendor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal carcasses, animal or human waste, human blood and pathological waste. Material which is found to be classified as biowaste shall be reported immediately to designated jurisdiction personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.

5.23 DEBRIS DISPOSAL SITES AND PROCEDURES

The disposal of all debris removed from a debris location site shall be the responsibility of the Vendor. All debris shall be disposed in compliance with applicable federal, state, or local laws, regulations, or guidelines providing for proper disposal of the particular type of debris.

The Activating Entity will supply to the Vendor the location of all staging, reduction and disposal sites that should be used for the disposal of all debris collected. If multiple sites exist then one site shall be identified as the primary debris management site. The Activating Entity shall submit to the Vendor a listing and location map for all staging, reducing and disposal sites. All disposal sites, including the primary debris management site, shall be evaluated and approved by all proper permitting authorities, including but not limited to North Carolina Department of Environmental Quality (NC DEQ). The Activating Entity, prior to use of any disposal site will obtain all required permits and site activation requirements. It will be the sole responsibility of the Activating Entity to make available debris management sites.

The Vendor shall bill at cost any applicable landfill disposal fees necessary for proper final disposal of collected debris to the Activating Entity. The Vendor is solely responsible for returning the primary debris management site and any other disposal sites utilized to pre-disaster conditions upon project completion and within the FEMA policy-imposed deadlines.

The Vendor shall provide inspection towers at all debris management sites and at all approved disposal sites. The use of scissor-lifts is permissible as an inspection tower. If the Vendor chooses to construct an inspection tower, the tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least 10 feet above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and federal safety requirements and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The Vendor shall remove and dispose of the inspection towers following completion of the debris removal. The Vendor shall also provide portable restroom facilities at all approved disposal sites.

The Vendor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be covered at all times with a non-permeable cover.

The Vendor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated Activating Entity personnel or as otherwise required by law or regulation.

Other management responsibilities will include at a minimum:

(1) providing all weather road access for debris trucks,
(2) providing dust control,
(3) providing fire prevention treatments to the site,
(4) providing site security,
(5) managing the volume of debris in an orderly and safe manner, and
(6) stockpiling of material.

5.24 RESPONSIBILITY FOR DAMAGE AND VIOLATIONS

The Vendor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping on public or private property. The Vendor shall be responsible for damages to any property caused by its equipment or workers at no expense to the Activating Entity. The Activating Entity shall be notified immediately of any damages which occur during debris removal activities conducted by the Vendor.

The Vendor shall be responsible for any and all corrective action required in response to any notices of violations issued by any federal, state, or local agency as a result of the Vendor's actions while conducting activities on behalf of the Activating Entity. All corrective actions shall be taken at the Vendor's expense. Additionally, the Vendor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

5.25 EQUIPMENT

All equipment to be utilized by the Vendor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the Activating Entity prior to use. The Vendor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:

(1) All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris,
(2) All trucks and other equipment shall be equipped with back up alarms,
(3) Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment,
(4) "Hand loading" of trucks and trailers is prohibited,
(5) Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions,
(6) Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides,
(7) All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls,
(8) All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity,

(9) Plastic webbing is not acceptable for a tailgate,
(10) All hauling equipment shall be measured and marked for its load capacity,
(11) Loading equipment shall be rubber-tired and sized properly to fit loading conditions.

All trucks and other heavy equipment utilized by the Vendor shall be equipped with signs* attached to both sides of the equipment which contain the following information:

(1) Company Name
(2) Truck Number
(3) Cubic Yardage Capacity
(4) Inspector's Name

* Magnetic signs are not permitted.

The Vendor shall allow inspection by the Activating Entity, or their designee, of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify the Activating Entity each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall be clearly displayed on the truck or trailer at all times. The Vendor shall not allow the capacity of debris loaded on any truck or trailer to exceed 100% of the measured volume. The Activating Entity may re-measure all equipment at any time.

If the Vendor plans to rent equipment for any of the debris removal activities set out in these bid specifications, he or she shall provide the Activating Entity with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of roads, streets, and public rights of way. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing, including hard hats and steel toed boots, fringe benefits, hand tools, supervision, transportation and any other costs. The Activating Entity may terminate the equipment rental work at any time.

There shall not be a minimum number of hours guaranteed for use of rental equipment for initial emergency clearing of roads, streets, and public rights of way. The Vendor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker for this initial emergency period.

5.26 REPORTING REQUIREMENTS

The Vendor shall be required to keep complete and accurate records of all activities as set out in these bid specifications, including complete and accurate documentation of all personnel and equipment costs. Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.

5.27 DEBRIS REMOVAL SITE DOCUMENTATION

The Vendor shall document conditions at all debris removal locations prior to beginning work at the area. Documentation shall include photographs and/or video tape of the location. Additionally, the Vendor shall document with photographs and/or video tape all items left at a debris removal location at the time the Vendor leaves the area.

5.28 LOAD TICKETS

The Vendor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to the Activating Entity for approval prior to beginning work on a project.

The load ticket shall be sequentially numbered and shall contain the following information:

(1) Ticket Number
(2) Vendor Name
(3) Sub-Vendor Name
(4) Date
(5) Truck or Roll-off Number
(6) Truck Capacity
(7) Point of Debris Collection
(8) Point of Debris Disposal
(9) Loading Departure Time
(10) Disposal Site Arrival Time
(11) Percent of Load
(12) Actual Debris Volume
(13) Debris Eligibility
(14) Debris Classification
(15) Tare and Gross Weight, where applicable

Designated personnel from the Activating Entity or debris monitoring services Vendor shall distribute load tickets to the Vendor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by the designated Activating Entity personnel or debris monitor Vendor at the primary debris management disposal site and the remaining copies shall be distributed as follows:

(1) One part to the designated Activating Entity personnel or debris removal monitor at the loading site,
(2) One part to the designated Activating Entity personnel or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment,
(3) One part to the hauler when exiting the debris management site after unloading debris. All load tickets shall be submitted with the Vendor's daily report.

5.29 DAILY REPORTING

The Vendor shall submit a daily report to the Activating Entity throughout the length of the project utilizing the Daily Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:

(1) Vendor's Name and Contract Number,
(2) Daily and cumulative totals of debris hauled to each identified volume reduction site,
(3) Daily and cumulative totals of debris hauled to identified permitted landfills,
(4) Daily and cumulative totals of debris processed at a disposal site,
(5) Type of debris hauled.

Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.

5.30 BONDING AND INSURANCE

All Vendors shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:

General and Professional Liability Insurance

The Vendor shall maintain such general and professional liability insurance as will protect the Vendor and any Activating Entity from any claims for worker's compensation and from claims for damage and/or personal injury, including death,

which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the Activating Entity as a result of the denial of State, NCEM, FEMA, and FHWA reimbursement due to the errors and/or negligence of the Vendor. Such insurance shall be written by companies authorized to do business in North Carolina.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the Vendor:

General Liability:

$1,000,000 – Bodily injury and property damage combined occurrence

$1,000,000 – Bodily injury and property damage combined aggregate

$1,000,000 – Personal injury aggregate

Automobile Liability:

$1,000,000 – Bodily injury and property damage combined coverage. Any automobile including hired and non-owned vehicles. *Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $1,000,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.*

Statutory Workers Compensation as required under North Carolina law Employers Liability:

$500,000 – Limit each occurrence. *The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.*

Umbrella Coverage:

$1,000,000 – Each occurrence

$1,000,000 – Aggregate

5.31 PAYMENT AND PERFORMANCE BOND

The Vendor shall also be required to execute a payment and performance bond equal to 100% of the estimated cost of a project conducted on behalf of any Activating Entity within 10 days of a receipt of a Notice to Proceed. All Vendors shall include in their bid proof of ability to secure such payment and performance bond as evidenced by letter of credit from a bank holding deposits for the Vendor's company or a statement from a surety company satisfactory to demonstrate the Vendor's ability to secure such bond in the event required due to activation by one or more of the entities included in the regional contract executed with the successful Vendor.

Additionally, intended awarded Vendors shall be required to post a **contractual performance bond in the amount of $1,000,000 prior to execution of the contract** between the NCEM and the successful Vendor. Intended awarded Vendors shall only be required to provide one bond to NCEM regardless of the number of geographic regions awarded. This bond shall be made payable to the NCEM on behalf of the entities in the region and shall be called in on behalf of an Activating Entity in the event that a Vendor fails to acknowledge and execute, in the prescribed time, a proper Notice

to Proceed, or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bond required herein. **Each Vendor must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible Vendor meeting bid specifications.**

5.32 PRICING AND PAYMENT PROCEDURES

The Vendor shall include his or her bid pricing schedule on the supplied Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:

(1) The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the Vendor
(2) Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal
(3) The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway*
(4) Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
(5) Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
(6) Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning
(7) Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling

*An example of this would be C&D material collected from a canal. The collection would be measured in cubic yards and paid for under the bid schedule item for Waterway Debris Removal. The disposal of the C&D material would then be processed and paid for under the Removal and Disposal of Eligible C&D debris to an eligible Landfill, per ton.

Additionally, as noted throughout these bid specifications, the successful Vendor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. All such costs shall be considered by the Vendor in establishing the bid prices submitted.

The Activating Entity shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The Vendor shall be expected to mobilize and sustain its workforce in all activating jurisdictions in a region for a period of 60 days prior to any reimbursement by an Activating Entity. An Activating Entity may agree to reimburse the Vendor within a shorter time frame but shall not be contractually required to make any payments in less than 60 days. After the initial 60-day period expires, the Vendor shall be entitled to payment for the first 30 days of work performed by the Vendor in an Activating Entity after the Notice to Proceed provided the Vendor has satisfactorily performed the functions required under the contract. The Activating Entity shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- Notice to Proceed;
- Vendor reports to Activating Entity within 24 hours of notice;
- Vendor submits bill to Activating Entity for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project;
- At the end of the second 30-day period, the Activating Entity remits payment for the first 30-day period if satisfactory work has been performed;

- Process continues until work is completed and all payments have been made. By submitting a bid Vendor acknowledges and accepts these terms.

Payment for work completed may be invoiced on a monthly basis after the initial 60-day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the Vendor in response to this IFB.

The Vendor shall be expected to work diligently and efficiently to complete the debris removal and disposal project in any Activating Entity in the shortest time possible. The Activating Entity may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the Vendor during any period for which a payment is due. Additionally, the Activating Entity shall recover from the Vendor any costs caused by the acts or omissions of the Vendor or his or her agents.

The Activating Entity may also withhold payment or final payment for reasons including, but not limited to the following:

(1) unsatisfactory job performance or progress,
(2) defective or disputed work,
(3) failure to comply with material provisions of the contract,
(4) third party claims filed,
(5) damage to the Activating Entity's right of way or other Activating Entity-maintained properties, or
(6) reasonable evidence that a claim will be filed.

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 60 days of the certification of completion of the project by the Activating Entity, provided the Vendor has filed all contractually required documents and certification of the activation entity, including acceptable evidence of the satisfaction of all claims or liens.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Activating Entity Subrecipient as defined in 2 CFR 200.93 and 44 CFR 206.201 is designated and listed below in "*Contact Information for Transmitting the Notice to Proceed*".

Angie Dunaway, Purchasing Director, NC Department of Public Safety, Division of Emergency Management, 3030 Hammond Business Place, Raleigh, NC 27603, (919) 324-6228, is designated as the Contract Officer for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202.

Kevin Kasai, NC Department of Public Safety, Emergency Management-JFHQ, 1636 Gold Star Drive, Raleigh, NC, 27607, (919) 825-2275, is designated as the Contract Lead for the Department Recipient as defined in 2 CFR 200.86 and 44 CFR 206.202 concerning administrative and operational issues of this contract.

The Vendor shall designate and make available to the Activating Entity a project manager. The project manager shall be the Activating Entity's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL

PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11			
12			
13			

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity or State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity, or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either Vendor, Activating Entity or State to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the NCEM, Activating Entity and Vendor.

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ATTACHMENT A.1: FEE SCHEDULE

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.

The below information is demonstrative of all categories of work that Vendor will be required to provide costs for, and will appear in the Excel PRICE file that is subsequently linked. ***The Vendor shall download the Excel PRICE file located*** at ftp://ftp1.ncem.org/ [ftp1.ncem.org], populate only the Vendor's pricing in the Cost column. For submission Vender shall print a copy of the Excel PRICE and also provide in electronic flash drive to the Vendor's response, clearly showing for which Region as described Section 1.0 PURPOSE AND BACKGROUND.

PRICE File download at ftp://ftp1.ncem.org/ [ftp1.ncem.org] (Chrome browser is recommended).
Username: debmonitoring
Password: Nc3mD3br1s!

ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)		/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)		/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)		/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)		/CY /TON
5	Management of DMS/TDSRS (NOTE 4)		/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
7	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TSDSRS		/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal		/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area		/LB
11	Pick Up and Disposal of Hazardous Material		/LB
12	Freon Management and Recycling		/UNIT
13	Biowaste transportation and disposal		/LB
Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)			
14	24-inch diameter to 47.99-inch diameter measured 24" above ground		/STUMP

15	48-inch diameter and greater		/STUMP
Removal of Boulders			
16	Removal of hazardous boulders from 18" – 35.99" in diameter		EACH
17	Removal of hazardous boulders more than 36" in diameter		EACH
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9			
18	Removal of hazardous hanging limbs 2 inches or more at point of break		/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)		EACH
20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)		EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)		EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)		EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)		EACH
Marine Debris Removal			
24	Canal, waterway and ditch clearing		/LF
25	Bays and other open waters		/ACRE
26	Marine vessel and other land vehicle removal		/LF
The following items shall be billed on a time and material basis.			
27	Emergency Road Clearance	See Attachment II	

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add _____ per cubic yard.
2. This price assumes final disposal is within 150 miles. For distances, over 150 miles but less than 300 miles add _____ per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
6. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted amounts will be charged using item 1-4 rates as appropriate.
7. Invoices to be based on incoming and/or outgoing load tickets.
8. Measured at 4.5 feet above ground.
9. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
10. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

ATTACHMENT A.2: FEE SCHEDULE – EQUIPMENT AND LABOR RATES

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	$_____
JD 644 Wheel Loader with debris grapple	$_____
Extendaboom Forklift with debris grapple	$_____
753 Bobcat Skid Steer Loader with debris grapple	$_____
753 Bobcat Skid Steer Loader with bucket	$_____
753 Bobcat Skid Steer Loader with street sweeper	$_____
30-50 H Farm Tractor with box blade or rake	$_____
2 – 2 ½ cu. yd. Articulated Loader with bucket	$_____
3 – 4 cu. yd. Articulated Loader with bucket	$_____
JD 648E Log Skidder	$_____
CAT D4 Dozer	$_____
CAT D5 Dozer	$_____
CAT D6 Dozer	$_____
CAT D7 Dozer	$_____
CAT D8 Dozer	$_____
CAT 125 – 140 HP Motor Grader	$_____
JD 690 Trackhoe with debris grapple	$_____
JD 690 Trackhoe with bucket and thumb	$_____
Rubber Tired Trackhoe with debris grapple	$_____
Rubber Tired Excavator with debris grapple	$_____
JD 310 Rubber Tired Backhoe with bucket and hoe	$_____
210 Prentiss Knuckleboom with debris grapple	$_____
CAT 623 Self-Loader Scraper	$_____
Hand-Fed Debris Chipper	$_____
300 – 400 HP Tub Grinder	$_____
800 – 1000 HP Tub Grinder	$_____
30 Ton Crane	$_____
50 Ton Crane	$_____
100 Ton Crane	$_____
40 – 60' Bucket Truck	$_____
Greater than 60' Bucket Truck	$_____
Fuel/Service Truck	$_____
Water Truck	$_____
Portable Light Plant	$_____
Equipment Transports	$_____
Lowboy Trailer with Tractor	$_____
Flatbed Truck	$_____
ITEM DESCRIPTION (or equivalent)	**Hourly Rate**
½ ton Pickup Truck	$_____
¾ ton Pickup Truck	$_____
1-ton Pickup Truck	$_____
Off road truck	$_____
Self-Loading Dump Truck with debris grapple	$_____
Single Axel Dump Truck, 5 – 12 cu. yd.	$_____
Tandem Axle Dump Truck, 16 – 20 cu. yd.	$_____
Tandem Axle Dump Truck, 21 – 30 cu. yd.	$_____
Tandem Axle Dump Truck, 31 – 50 cu. yd.	$_____
Tandem Axle Dump Truck, 51 – 80 cu. yd.	$_____
Power Screen	$_____
Stacking Conveyor	$_____
Chainsaw (without operator)	$_____
Air Curtain Incinerator, self-contained	$_____

Temporary Office Trailer	$_____
Mobile Command and Communications Trailer	$_____
Generators from 10KW to 300KW	$_____
PERSONNEL DESCRIPTION	Hourly Rate
Operations Manager	$_____
Superintendent	$_____
Foreman	$_____
Safety Officer/Quality Control Inspector	$_____
Laborer & Traffic Control Flag person	$_____
Documentation Clerk	$_____
Time Keeper	$_____
HAZMAT Operator	$_____
HAZMAT Technician	$_____
Household HAZMAT Inspection and Removal Crew	$_____
Skilled Sawman	$_____
Crew Foreman with cell phone	$_____
Tree Climber	$_____
MATERIAL DESCRIPTION	/YARD
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	$_____

NOTES:

1. Equipment rates are fully encumbered to include but not limited to the cost of the operator, fuel and maintenance.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY by SIGNING:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this IFB document.

2. **LATE BIDS**: Late Bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of Bids.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all Bids, to waive any informality in Bids and, unless otherwise specified by the Vendor, to accept any item in the Bid.

4. **BASIS FOR REJECTION**: Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. **EXECUTION:** Failure to execute page 1 of the IFB (Execution Page) in the designated space shall render the Bid non-responsive, and it will be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this IFB; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's Bid.

7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this Bid, each Vendor shall submit with its Bid any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous Bid or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a Bid without further consideration.

8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

10. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the following:

    - All copies of the Bid are printed double sided.
    - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
    - Unless absolutely necessary, all Bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
    - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

12. **RECIPROCAL PREFERENCE:** Reserved.

13. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its Bid that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

    Note: Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Bid status and Award notices are posted on the Internet at https://www.ips.state.nc.us/ips/. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

16. **MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and

construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. **COMMUNICATIONS BY VENDORS:** In submitting its Bid, the Vendor agrees not to discuss or otherwise reveal the contents of its Bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this IFB. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the Bids (i.e., after the public opening of the Bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's Bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this IFB. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.

18. **TABULATIONS**: Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch.aspx. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.

19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**: The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: http://ncadmin.nc.gov/about-doa/divisions/purchase-contract.

20. **WITHDRAWAL OF BID**: Bids that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the IFB prior to the time for opening Bids identified on the cover page of this IFB (or such later date included in an Addendum to the IFB). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Bids shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

21. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this IFB and in formal Addenda issued through IPS.

22. **COST FOR BID PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of Bids.

23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its Bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's Bid.

24. **INSPECTION AT VENDOR'S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. **PERFORMANCE AND DEFAULT:**

   a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.

   b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.

   c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under The Contract, the State shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under The Contract prepared by the Vendor shall, at the option of the State , become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of The Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

   d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate The Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

   a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

   b) The agency(ies) participating in The Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

   c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 60 days after receipt of a correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. **NON-DISCRIMINATION**:
   a) The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
   b) The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY**: Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

   a. Vendor warrants to the best of its knowledge that:
      i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
      ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
   b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist

the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.

c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
   i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
   ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. **TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 15 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. **ADVERTISING:** Vendor agrees not to use the existence of The Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to The Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).

13. **ASSIGNMENT:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

    a) Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and

    b) Include any person or entity designated by Vendor as a joint payee on the Vendor's payment check.

    In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of The Contract.

14. **INSURANCE:**

    COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

    a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00,

covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Vendor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **GENERAL INDEMNITY:** The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

16. **ELECTRONIC PROCUREMENT:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

b) Reserved.

c) Reserved.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

17. **SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's Bid shall include approval to use the subcontractor(s) that have been specified therein.

18. **CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

19. **CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of The Contract or purchased by or for the State for The Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

    The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. See G.S. 75-60 *et seq.*

20. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

    If, after award of a contract, the Vendor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

    Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State contract to a location outside of the United States.

21. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. **ENTIRE AGREEMENT:** This IFB and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This IFB, any addenda hereto, and the Vendor's Bid are incorporated herein by reference as though set forth verbatim.

    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.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The

waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. **PREA:** "The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, Vendor or party. Staff, volunteers, vendors, Vendors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, Vendor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, Vendors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

    As a valued partner with DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DPS Communications office at (800) 368-1985.

    Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy.

    By signing this document, you acknowledge that you understand and will abide by this policy as outlined above."

29. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/portal/SAM and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that Vendors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) **Will any work under this Contract be performed outside the United States?** ☐ YES ☐ NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Vendors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Vendors that will perform work outside the U.S.:

b) **The Vendor agrees to provide notice, in writing to the State and Activating Entity, of the relocation of the Vendor, employees of the Vendor, sub-Vendors of the Vendor, or other persons performing services under the Contract outside of the United States** ☐ YES ☐ NO

NOTE: All Vendor or sub-Vendor personnel providing call or contact center services to the State of North Carolina or Activating Entity under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

c) **Identify all U.S. locations at which performance will occur:**

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead and the Activating Entity within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

_____

Signature Date

_____

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the **North Carolina Office of Historically Underutilized Businesses** at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor submitting this IFB a Historically Underutilized Business? ☐ **Yes** ☐ **No**

b) Is Vendor a Certified with North Carolina as a Historically Underutilized Business? ☐ **Yes** ☐ **No**

If the awarded Vendor plans to subcontract with minority businesses, women's business enterprises and labor surplus area firms (**2 C.F.R. §200.321**) indicate below the HUB subcontractor name(s). If more than one subcontractor will be utilized, please enter "See Attached" and provide an additional page to list all required information with clearly defined Region's.

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
1				
2				
3				
4				
5				
6				

REGION	SUBCONTRACT NAME	HUB CLASSIFICATION	TELEPHONE NUMBER	E-MAIL
7				
8				
9				
10				
11				
12				
13				

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

To the extent applicable, the following are the requirements that Vendor must agree to in order to be awarded any contract under this IFB. If Vendor is unwilling to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this IFB the Vendor affirms this condition, as directed in the VENDOR EXPERIENCE SECTION 4.5 section of this IFB. This affirmation is a material condition for the State's award of any work under this IFB.

2. **Program Monitoring**. Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

3. **Termination for Cause.** If through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall effect termination according to the following procedure:

    a. Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b. Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.

4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State and NCEM is under no obligation to make any payments to the Vendor.

5. **Equal Employment Opportunity**. During the performance of this contract, the Vendor agrees as follows:

    a. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

        Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

d. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

6. **Anti-Discrimination**. Vendor will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements*. No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).

c. *Withholding for unpaid wages and liquidated damages.* NCDEM shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

d. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

a. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Vendor agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Vendor agrees to report each violation to NCEM and the Activating Entity and understands and agrees that NCEM and the Activating Entity will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

   a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

   b. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

   c. This certification is a material representation of fact relied upon by NCEM and any Activating Entity. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM and any Activating Entity, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

   d. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

    Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

    Required Certification. If applicable, Vendors must sign and submit to the NCEM the certification. See Attachment H.

11. **Procurement of Recovered Materials.**

    a. In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
       • Competitively within a timeframe providing for compliance with the contract performance schedule;
       • Meeting contract performance requirements; or
       • At a reasonable price.

    b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

    c. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **Women and Minority Owned Businesses**. 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Vendor to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. **Access to Records**. The following access to records requirements apply to this contract:

    a. The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, and the Activating Entity access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    b. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    c. The Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

    d. In compliance with the Disaster Recovery Act of 2018, NCEM, the Activating Entity, and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

    e. Vendor agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions

14. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. **Energy Efficiency**. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. **Personnel**. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State, NCEM, or Activating Entity. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.

19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives

20. **DHS, Seal, Logo, and Flags**. The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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, an 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.

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 and disclose 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.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Vendor's Authorized Official

_____
Name and Title of Vendor's Authorized Official

_____
Date

ATTACHMENT I: STUMP CONVERSION TABLE

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up fromground
- Stump diameter to root ball diameter ratio of1:3.6
- Root ball height of31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

ATTACHMENT J: DEBRIS QUANTITY FORECAST

The chart below provides forecasts of debris quantities for each county in the State of North Carolina. County data is grouped by geographic region. The forecast is based on the USACE hurricane debris estimating model; model assumptions are listed below. This chart is provided for informational purposes only to assist Vendors in understanding the variations among geographic regions in the state. Fees quoted in Attachments A.1 and A.2 shall be based on a unit of one (1).

Assumptions:

Population	Vegetation	Commercial
</=59,999	Heavy	Light
60,000-199,999	Medium	Medium
>/=120,000	Light	Heavy

County	Zone	Population (2019)	Household H = P/3 (H)	Storm Assumption Cat 3 (C)	Vegetation Density (V)	Commercial Density (B)	Wet Storm (S)	Debris Forecasting in cyds (Q)
Camden	1	10,710	3570	26	1.5	1	1.3	180,999.00
Chowan	1	14,029	4676	26	1.5	1	1.3	237,090.10
Currituck	1	27,072	9024	26	1.5	1	1.3	457,516.80
Dare	1	36,501	12167	26	1.5	1	1.3	616,866.90
Gates	1	11,573	3858	26	1.5	1	1.3	195,583.70
Hertford	1	23,659	7886	26	1.5	1	1.3	399,837.10
Pasquotank	1	39,639	13213	26	1.5	1	1.3	669,899.10
Perquimans	1	13,422	4474	26	1.5	1	1.3	226,831.80
Beaufort	2	47,079	15693	26	1.5	1	1.3	795,635.10
Bertie	2	19,026	6342	26	1.5	1	1.3	321,539.40
Hyde	2	5,230	1743	26	1.5	1	1.3	88,387.00
Martin	2	22,671	7557	26	1.5	1	1.3	383,139.90
Pitt	2	179,914	59971	26	1.1	1.3	1.3	2,898,654.43
Tyrrell	2	4,131	1377	26	1.5	1	1.3	69,813.90
Washington	2	11,859	3953	26	1.5	1	1.3	200,417.10
Carteret	3	69,524	23175	26	1.3	1.2	1.3	1,221,953.82
Craven	3	102,912	34304	26	1.3	1.2	1.3	1,808,781.31
Greene	3	21,012	7004	26	1.5	1	1.3	355,102.80
Lenoir	3	55,976	18659	26	1.5	1	1.3	945,994.40
Pamlico	3	12,670	4223	26	1.5	1	1.3	214,123.00
Wayne	3	123,248	41083	26	1.1	1.3	1.3	1,985,689.61
Cumberland	4	332,330	110777	26	1.1	1.3	1.3	5,354,279.41
Duplin	4	58,856	19619	26	1.5	1	1.3	994,666.40
Jones	4	9,637	3212	26	1.5	1	1.3	162,865.30
Onslow	4	197,683	65894	26	1.1	1.3	1.3	3,184,936.71
Pender	4	62,162	20721	26	1.3	1.2	1.3	1,092,559.31
Sampson	4	63,626	21209	26	1.3	1.2	1.3	1,118,290.58
Bladen	5	33,190	11063	26	1.5	1	1.3	560,911.00
Brunswick	5	136,744	45581	26	1.1	1.3	1.3	2,203,128.17

Columbus	5	55,655	18552	26	1.5	1	1.3	940,569.50
Hoke	5	54,764	18255	26	1.5	1	1.3	925,511.60
New Hanover	5	232,274	77425	26	1.1	1.3	1.3	3,742,243.84
Robeson	5	131,831	43944	26	1.1	1.3	1.3	2,123,973.18
Franklin	6	67,560	22520	26	1.3	1.2	1.3	1,187,434.56
Granville	6	60,115	20038	26	1.3	1.2	1.3	1,056,581.24
Halifax	6	50,574	16858	26	1.5	1	1.3	854,700.60
Northampton	6	19,676	6559	26	1.5	1	1.3	332,524.40
Person	6	39,507	13169	26	1.5	1	1.3	667,668.30
Vance	6	44,582	14861	26	1.5	1	1.3	753,435.80
Warren	6	19,807	6602	26	1.5	1	1.3	334,738.30
Edgecombe	7	52,005	17335	26	1.5	1	1.3	878,884.50
Harnett	7	134,214	44738	26	1.1	1.3	1.3	2,162,366.49
Johnston	7	202,675	67558	26	1.1	1.3	1.3	3,265,364.48
Nash	7	94,016	31339	26	1.3	1.2	1.3	1,652,425.22
Wake	7	1,092,305	364102	26	1.1	1.3	1.3	17,598,489.96
Wilson	7	81,455	27152	26	1.3	1.2	1.3	1,431,653.08
Anson	8	24,877	8292	26	1.5	1	1.3	420,421.30
Chatham	8	73,139	24380	26	1.3	1.2	1.3	1,285,491.06
Lee	8	61,452	20484	26	1.3	1.2	1.3	1,080,080.35
Montgomery	8	27,271	9090	26	1.5	1	1.3	460,879.90
Moore	8	98,682	32894	26	1.3	1.2	1.3	1,734,434.83
Richmond	8	44,887	14962	26	1.5	1	1.3	758,590.30
Scotland	8	34,810	11603	26	1.5	1	1.3	588,289.00
Caswell	9	22,698	7566	26	1.5	1	1.3	383,596.20
Davie	9	42,733	14244	26	1.5	1	1.3	722,187.70
Forsyth	9	379,099	126366	26	1.1	1.3	1.3	6,107,790.36
Rockingham	9	90,690	30230	26	1.3	1.2	1.3	1,593,967.44
Stokes	9	45,467	15156	26	1.5	1	1.3	768,392.30
Surry	9	71,948	23983	26	1.3	1.2	1.3	1,264,558.05
Yadkin	9	37,543	12514	26	1.5	1	1.3	634,476.70
Alamance	10	166,436	55479	26	1.1	1.3	1.3	2,681,505.87
Davidson	10	166,614	55538	26	1.1	1.3	1.3	2,684,373.69
Durham	10	316,739	105580	26	1.1	1.3	1.3	5,103,087.61
Guilford	10	533,670	177890	26	1.1	1.3	1.3	8,598,135.26
Orange	10	146,027	48676	26	1.1	1.3	1.3	2,352,689.67
Randolph	10	143,351	47784	26	1.1	1.3	1.3	2,309,575.74
Cabarrus	11	211,342	70447	26	1.1	1.3	1.3	3,405,001.41
Catawba	11	158,652	52884	26	1.1	1.3	1.3	2,556,095.26
Cleveland	11	97,645	32548	26	1.3	1.2	1.3	1,716,208.52
Gaston	11	222,846	74282	26	1.1	1.3	1.3	3,590,346.19
Iredell	11	178,435	59478	26	1.1	1.3	1.3	2,874,825.76
Lincoln	11	83,770	27923	26	1.3	1.2	1.3	1,472,341.52

Mecklenburg	11	1,093,901	364634	26	1.1	1.3	1.3	17,624,203.64
Rowan	11	141,262	47087	26	1.1	1.3	1.3	2,275,919.17
Stanly	11	62,075	20692	26	1.3	1.2	1.3	1,091,030.20
Union	11	235,908	78636	26	1.1	1.3	1.3	3,800,792.42
Alexander	12	37,353	12451	26	1.5	1	1.3	631,265.70
Alleghany	12	11,161	3720	26	1.5	1	1.3	188,620.90
Ashe	12	27,109	9036	26	1.5	1	1.3	458,142.10
Avery	12	17,505	5835	26	1.5	1	1.3	295,834.50
Burke	12	90,382	30127	26	1.3	1.2	1.3	1,588,554.03
Caldwell	12	82,029	27343	26	1.3	1.2	1.3	1,441,741.70
McDowell	12	45,507	15169	26	1.5	1	1.3	769,068.30
Mitchell	12	15,000	5000	26	1.5	1	1.3	253,500.00
Rutherford	12	66,826	22275	26	1.3	1.2	1.3	1,174,533.78
Watauga	12	55,945	18648	26	1.5	1	1.3	945,470.50
Wilkes	12	68,557	22852	26	1.3	1.2	1.3	1,204,957.83
Yancey	12	17,903	5968	26	1.5	1	1.3	302,560.70
Buncombe	13	259,103	86368	26	1.1	1.3	1.3	4,174,494.80
Cherokee	13	28,383	9461	26	1.5	1	1.3	479,672.70
Clay	13	11,139	3713	26	1.5	1	1.3	188,249.10
Graham	13	8,484	2828	26	1.5	1	1.3	143,379.60
Haywood	13	61,971	20657	26	1.3	1.2	1.3	1,089,202.30
Henderson	13	116,748	38916	26	1.3	1.2	1.3	2,051,962.85
Jackson	13	43,327	14442	26	1.5	1	1.3	732,226.30
Macon	13	35,285	11762	26	1.5	1	1.3	596,316.50
Madison	13	21,763	7254	26	1.5	1	1.3	367,794.70
Polk	13	20,611	6870	26	1.5	1	1.3	348,325.90
Swain	13	14,245	4748	26	1.5	1	1.3	240,740.50
Transylvania	13	34,215	11405	26	1.5	1	1.3	578,233.50

ATTACHMENT J: CERTIFICATION OF CAPACITY/CAPABILITIES

Name of Vendor: _____

Please answer all questions fully. If additional space is needed please provide explanations on an additional page clearly titled "Attachment J: Additional Information Provided". By signing this page Vendor certifies that all information is complete and accurate to best of Vendor's capabilities.

1. Please provide the number of direct employees of the Vendor. _____
2. Is there a minimum standard of training that all employees receive, such as FEMA ICS or NIMS training? If so please list: _____
3. List physical locations that would allow Vendor Representatives to be on site within the required 24 hours:
4. Please provide a brief description of the equipment immediately available to Vendor staff to ensure proper execution of the scope of work: _____
5. Please list contracts Vendor has held within the last three (3) years, with dates, that would be multijurisdictional and speak to their capacity to effectively execute this scope of work: _____
6. Please disclose any instances in which prior contracts were denied FEMA reimbursement due in part or in whole to the Vendor's noncompliance: _____

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

STATE OF NORTH CAROLINA
Department of Public Safety

Refer *ALL* Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	**Invitation for Bids #: 19-IFB-015120-DAD**
	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Contract Type: Open Market	**Using Agency: NCDPS – Emergency Management**
Commodity No. and Description: 9313 Humanitarian Aid & Relief	**Requisition No.:** n/a

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. *As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.* Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR: Southern Disaster Recovery, LLC			
STREET ADDRESS: 109 White Oak Rd.		P.O. BOX:	ZIP: 29609
CITY & STATE & ZIP: Greenville, SC 29609		TELEPHONE NUMBER: 864-469-9776	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Al McClaran / CEO & Member		FAX NUMBER: 864-469-9642	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 08/07/20	EMAIL: chip@southerndr.com	

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: 60 days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). *This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

FOR STATE USE ONLY: Offer accepted and Contract awarded this 22nd day of September, 20 20, as indicated on the attached certification, by Angie Dunaway (Authorized Representative of the NC Department of Public Safety)

POINT OF CONTACT FOR ALL CONTRACT RELATED ISSUES:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Chip Patterson	864-469-9776	chip@southerndr.com

CONTACT INFORMATION FOR TRANSMITTING THE NOTICE TO PROCEED:

CONTACT NAME	TELEPHONE NUMBER	E-MAIL
Chip Patterson	864-469-9776	chip@southerndr.com

PROJECT MANAGER TO BE PLACED IN THE ACTIVATING REGION WITHIN 24 HOURS OF RECEIPT OF THE WRITTEN NOTICE TO PROCEED:

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
1	Chip Patterson	904-334-9690	chip@southerndr.com
2	Chris Johnson	770-547-0951	chris@southerndr.com
3	Sonny Sims	864-901-0283	sonny@southerndr.com
4	Randy Thompson	910-398-1818	randy@southerndr.com
5	Sonny Sims	864-901-0283	sonny@southerndr.com
6	Blake Riley	270-217-5204	blake@southerndr.com
7	Chip Patterson	904-334-9690	chip@southerndr.com
8	Blake Riley	270-217-5204	blake@southerndr.com
9	Chris Johnson	770-547-0951	chris@southerndr.com
10	Sonny Sims	864-901-0283	sonny@southerndr.com

REGION	CONTACT NAME	TELEPHONE NUMBER	E-MAIL
11	Blake Riley	270-217-5204	blake@southerndr.com
12	Sonny Sims	864-901-0283	sonny@southerndr.com
13	Chris Johnson	770-547-0951	chris@southerndr.com

6.2 DISPUTE RESOLUTION

The Vendor, Activating Entity or State agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Activating Entity's designee for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager and Activating Entity for resolution. The Vendor, Activating Entity, or State shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Vendor, Activating Entity or State are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract or the PA program. If a dispute cannot be resolved between the Vendor, Activating Entity or State within thirty (30) days after delivery of notice, either entity may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either Vendor, Activating Entity or State to mediate or arbitrate any dispute.

6.3 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the NCEM, Activating Entity and Vendor.

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REGION 1, 2, 3 and 4

Item	Description of work	Cost	Unit
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)	$ 10.25	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)	$ 10.50	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)	$ 11.25	/CY
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	$ 8.75	/CY
5	Management of DMS/TDSRS (NOTE 4)	$ 1.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal	$ 2.85	/CY
7a	Reduction by chipping and grinding at DMS/TSDSRS	$ 3.25	/CY
7b	Reduction by compaction, or consolidation of C&D debris at DMS/TSDSRS	$ 1.25	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	$ 1.45	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	$ 2.25	/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site activating entities area	$ 0.85	/LB
11	Pick Up and Disposal of Household Hazardous Waste	$ 3.25	/LB
12	Freon Management and Recycling	$ 25.00	/UNIT
13	Biowaste transportation and disposal	$ 7.00	/LB
	Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)		
14	24-inch diameter to 47.99-inch diameter measured 24" above ground	$ 180.00	/STUMP
15	48-inch diameter and greater	$ 270.00	/STUMP
	Removal of Boulders		
16	Removal of hazardous boulders from 18" – 35.99" in diameter	$ 10.00	EACH
17	Removal of hazardous boulders more than 36" in diameter	$ 25.00	EACH
	Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9		
18	Removal of hazardous hanging limbs 2 inches or more at point of break	$ 85.00	/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)	$ 50.00	EACH
20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)	$ 75.00	EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)	$ 175.00	EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)	$ 290.00	EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)	$ 450.00	EACH
	Marine Debris Removal		
24	Canal, waterway and ditch clearing	$ 25.00	/LF
25	Bays and other open waters	$ 125.00	/ACRE
26	Marine vessel and other land vehicle removal	$ 35.00	/LF

Totals		
Items 1-13	$	89.40
Stumps 14-15	$	450.00
Boulders 16-17	$	35.00
Hazardous Trees/Limbs 18-23	$	1,125.00
Marine Debris 24-26	$	185.00
Sheet	$	1,884.40

REGION 1, 2, 3 and 4

ITEM DESCRIPTION (or equivalent)	Hourly Rate
JD 544 Wheel Loader with debris grapple	95
JD 644 Wheel Loader with debris grapple	110
Extendaboom Forklift with debris grapple	75
753 Bobcat Skid Steer Loader with debris grapple	85
753 Bobcat Skid Steer Loader with bucket	75
753 Bobcat Skid Steer Loader with street sweeper	85
30-50 H Farm Tractor with box blade or rake	25
2 – 2 ½ cu. yd. Articulated Loader with bucket	70
3 – 4 cu. yd. Articulated Loader with bucket	80
JD 648E Log Skidder	75
CAT D4 Dozer	70
CAT D5 Dozer	70
CAT D6 Dozer	80
CAT D7 Dozer	90
CAT D8 Dozer	95
CAT 125 – 140 HP Motor Grader	65
JD 690 Trackhoe with debris grapple	60
JD 690 Trackhoe with bucket and thumb	60
Rubber Tired Trackhoe with debris grapple	115
Rubber Tired Excavator with debris grapple	80
JD 310 Rubber Tired Backhoe with bucket and hoe	65
210 Prentiss Knuckleboom with debris grapple	135
CAT 623 Self-Loader Scraper	60
Hand-Fed Debris Chipper	55
300 – 400 HP Tub Grinder	190
800 – 1000 HP Tub Grinder	240
30 Ton Crane	45
50 Ton Crane	75
100 Ton Crane	100
40 – 60' Bucket Truck	110
Greater than 60' Bucket Truck	125
Fuel/Service Truck	65
Water Truck	55
Portable Light Plant	35
Equipment Transports	85
Lowboy Trailer with Tractor	125
Flatbed Truck	30
½ ton Pickup Truck	30
¾ ton Pickup Truck	35
1-ton Pickup Truck	40
Off road truck	20
Self-Loading Dump Truck with debris grapple	95
Single Axel Dump Truck, 5 – 12 cu. yd.	45
Tandem Axle Dump Truck, 16 – 20 cu. yd.	55
Tandem Axle Dump Truck, 21 – 30 cu. yd.	60
Tandem Axle Dump Truck, 31 – 50 cu. yd.	65

Totals		
Equipment	$	3,792.00
Labor	$	585.00
Materials	$	10.00
Sheet	$	4,387.00

Tandem Axle Dump Truck, 51 – 80 cu. yd.	70
Power Screen	45
Stacking Conveyor	25
Chainsaw (without operator)	2
Air Curtain Incinerator, self-contained	20
Temporary Office Trailer	5
Mobile Command and Communications Trailer	10
Generators from 10KW to 30KW	15
PERSONNEL DESCRIPTION	**Hourly Rate**
Operations Manager	55
Superintendent	50
Foreman	40
Safety Officer/Quality Control Inspector	45
Laborer & Traffic Control Flag person	30
Documentation Clerk	25
Time Keeper	25
HAZMAT Operator	60
HAZMAT Technician	65
Household HAZMAT Inspection and Removal Crew	75
Skilled Sawman	35
Crew Foreman with cell phone	40
Tree Climber	40
MATERIAL DESCRIPTION	**/YARD**
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	$ 10.00

STATE OF NORTH CAROLINA
Department of Public Safety

Refer *ALL* Inquiries regarding this IFB to: angie.dunaway@ncdps.gov	**Invitation for Bids #: 19-IFB-015121-DAD**
	Bids will be publicly opened: August 10, 2020 at 2:00 PM ET
Contract Type: Open Market	**Using Agency: NCDPS – Emergency Management**
Commodity No. and Description: 9313 Humanitarian Aid & Relief	**Requisition No.:** n/a

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this Bid, the undersigned Vendor certifies that this Bid is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this Bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Vendors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. *As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.* Furthermore, by executing this Bid, the undersigned acknowledges that this IFB and any contract(s) awarded pursuant to this IFB are being procured pursuant to 2 CFR §§ 200.317-200.326 and agrees to be bound by all terms and conditions of this IFB and the contract.

Failure to execute/sign Bid prior to submittal shall render Bid invalid and it WILL BE REJECTED. Late Bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:	**DebrisTech, LLC**		
STREET ADDRESS: **925 Goodyear Blvd**		P.O. BOX: **N/A**	ZIP: **39466**
CITY & STATE & ZIP: **Picayune, MS 39466**		TELEPHONE NUMBER: **601-658-9598**	TOLL FREE TEL. NO: **601-658-9598**
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: **Brooks Wallace, President**		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: **8/11/20**	EMAIL:	**brooks@debristech.com**

Offer valid for at least 60 days from date of Bid opening, unless otherwise stated here: **N/A** days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BID

If any or all parts of this Bid are accepted by the State of North Carolina, an authorized representative of the Department of Public Safety shall affix his/her signature hereto and this document and all provisions of this Invitation for Bid along with the Vendor Bid response and the written results of any negotiations shall then constitute the written agreement between the Vendor and the Activating Entity. A copy of this acceptance will be forwarded to the successful Vendor(s). *This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

FOR STATE USE ONLY: Offer accepted and Contract awarded this 10th day of September, 20 20, as indicated on the attached certification, by Angie Dunaway (Authorized Representative of the NC Department of Public Safety)

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Project Manager and Customer Service

Points of Contact for All Contract Related Issues

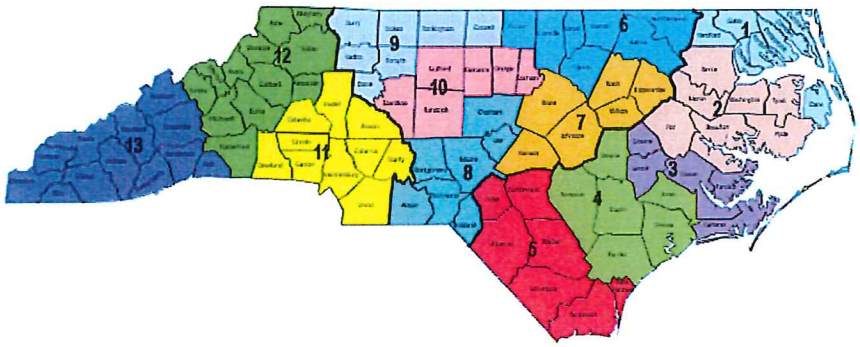
Brooks Wallace, President	601-658-9598	brooks@debristech.com
Debra McCormick, Business Manager	601-658-9598	debra@debristech.com

Contact Information for Transmitting Notice to Proceed

Brooks Wallace, President	601-658-9598	brooks@debristech.com
Debra McCormick, Business Manager	601-658-9598	debra@debristech.com

Project Manager to Respond with in 24 Hours By Region

Region	Project Manger	Contact Number	Email
1	Robert Ellis	601-467-9378	relleis@debristech.com
2	William Harrison	601-880-035	wharrison@debristech.com
3	Caleb Fortenberry	601-248-7341	cfortenberry@debristech.com
4	H. Les Dungan III	601-441-6411	les@dunganeng.com
5	Brooks Wallace	601-916-1113	brooks@debristech.com
6	Ryan Holmes	601-757-7313	ryan@debristech.com
7	Tyler Williamson	601-862-8947	twilliamson@debristech.com
8	Jeff Dungan	601-441-6184	jeff@dunganeng.com
9	Lee Mock	601-441-3424	lmock@dunganeng.com
10	Herman L. Dungan IV	601-441-8370	hdungan@debristech.com
11	John McNeese	601-441-7067	jmcneese@debristech.com
12	Hunter Austin	662-809-1023	haustin@debristech.com
13	Dennis Cruthirds	228-596-5431	dennis@debristech.com



Protecting Communities. Leading Recovery.

DebrisTech, LLC - Pricing

POSITIONS	Hourly Rate
Project Manager	$ 65.00
Operations Manager	$ 55.00
Scheduler/Expeditors	$ 1.00
GIS Analyst	$ 1.00
Field Supervisors	$ 45.00
Debris Site/Tower Monitors	$ 36.00
Environmental Specialist	$ 50.00
Project Inspectors (Citizen Drop-Off Site Monitors)	$ 36.00
Load Ticket Data Entry Clerks (QA/QC)	$ 1.00
Billing/Invoice Analysts	$ 1.00
Administrative Assistants	$ 1.00
Field Coordinators (Crew Monitors)	$ 36.00
TOTAL	$ 328.00

OTHER REQUIRED POSITIONS (Include Title)

TOTAL	$ -

ADDENDUM 3

American Rescue Plan Act Funds Budget Ordinance

Beaufort County
Finance

Budget Amendment Request

Department: General Fund **Date of Request: 8-2-21**

FY Budget: FY 20-21

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0223-433035	American Rescue Plan Revenue		4,564,017
10-4135-526125	American Rescue Plan Expenses		4,564,017

Department Justification:

To correct previous Budget Amendment done at 6-7-21 meeting.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

AN ORDINANCE TO ESTABLISH A GRANT PROJECT FUND
AMERICAN RESCUE PLAN ACT FUND
BEAUFORT COUNTY, N.C.
FOR FISCAL YEAR 2020-2021

BE IT ORDAINED, by the County Commissioners of Beaufort County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project is hereby established:

Section 1. The Grant Project Fund is to account for American Rescue Plan Funds awarded to Beaufort County to by the Federal Government to be spent as the Board of Commissioners identify and approve.

Section 2. The Board of Commissioners of Beaufort County adopts this grant project ordinance with the following estimated revenues and expenses:

REVENUES:

80-3680-433031	AMERICAN RESCUE PLAN REVENUE	$ 9,195,499
TOTAL REVENUES		$ 9,195,499

EXPENSES:

80-4680-526126	AMERICAN RESCUE PLAN EXPENSE	$ 9,195,499
TOTAL EXPENSES		$ 9,195,499

Section 3. The officers of this unit are hereby directed to proceed with the project.

Section 4. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records.

Section 5. The Finance Officer is directed to report on the financial status of each project element in Section 2.

Section 6. Copies of this grant project ordinance shall be furnished to the County Clerk, Budget Officer, and to the Finance Officer for direction in carrying out this project.

Section 7. This ordinance shall become effective upon its adoption.

This the 2nd day of August, 2021.

ARPA Funds Accounting, Auditing, and Budgeting Guidance

Friday, May 28, 2021

While there isn't a lot of firm guidance available on ARPA funds, some aspects have become a little clearer with the issuance of the Interim Final Rule by the UST on May 11, 2021. SLG staff, as well as SOG and NCPRO staff, have been receiving a number of questions on the accounting, auditing, and budgeting of these funds. This is not intended to be comprehensive guidance but should provide units some guardrails within which to operate until we know more.

Receiving and holding funds:

- We don't see the need to open a separate bank account for these funds unless it is the only way the unit has to track the receipts and expenditure of the ARPA funds. If an entity can track both the revenue and expenditures within its accounting system without using a separate bank account, we believe that is acceptable.

Accounting points:

- Do not comingle ARPA funds with CVR/CARES Act funds!
- ARPA funds cannot be used to build reserves. If an entity has unexpended ARPA funds at June 30, 2021 (and many of you will), it is likely best to put those funds in a Special Revenue Fund. If the funds will be spent on enterprise activities (utility infrastructure for example) they can be recorded directly in the Enterprise Funds.

It is probably not a good idea to record the funds in the General Fund, because it could be construed as attempting to build reserves, and it will skew your revenue and expenditure trend information for your General Fund.

- At this time, it appears that the guidance states these funds are granted with eligibility requirements. As such, any unspent funds at year end will be recorded as a liability (not a deferral). We are awaiting additional guidance on this topic.

- Another area we are seeking more information on is the treatment of investment earnings. State statute requires that investment earnings are restricted in the same nature as the grant funds. ARPA guidance seems to say that if funds are comingled, the investment earnings are unrestricted. Only if they are not comingled are they restricted to the same purpose as the grant. Again, we are awaiting more guidance on this topic.

Auditing Points:

- There is no reason to believe these funds will not be subject to single audit and yellow book requirements. However, it is important to remember that the thresholds for these audits is based on funds expended, not funds received. With some restraint, local entities that had not expected to be subject to yellow book or single audit requirements for 2021 can manage those expectations by not spending ARPA funds by June 30, 2021 in amounts that would exceed the threshold, including all other Federal and/or State grant funds.

Budgeting Points:

- ARPA funds must be appropriated before they are obligated. Units that intend to obligate any of these funds on or before June 30, 2021, must amend their budgets to include the funds. Units that do not plan to obligate these funds on or before June 30, 2021, can likely get by without amending their 2021 budgets.

- An option that many local governments may want to consider is to budget ARPA funds in a Grant Ordinance, allowed by G.S. 159-13.2, which can be established for a grant that covers both capital and operating funding. The budget spans the life of the grant rather than a given fiscal year.

- All units that are receiving ARPA funds must ensure that the funds are included in the 2021-2022 budget, either in the original ordinance, or added with an

amendment on or after July 1, 2022. Budgets must be in place before the funds are obligated!

General Guidance

- The UST has revised the deadline for expending ARPA funds to 2026, as long as the funds are obligated by 2024. This should give units some breathing room on their decision making with regards to these funds. It is not likely that local governments will see this level of federal aid again for many years. Units need to be thoughtful about how the funds are spent, not only to ensure compliance with the restrictions on the funds, but also to ensure they are put to their highest and best use. There will likely be multiple opportunities to leverage local dollars with State dollars for needs such as infrastructure. In addition, there are other sources of funds for purposes such as education, transportation, and affordable housing. Units should consider all available sources of funds before committing to spend their local dollars. This will require some patience by local officials but should lead to more informed decision making.

- **Many units are asking questions about the restrictions on these funds, and we encourage units to seek guidance before spending the money. ARPA funds cannot be used to fund general operations or to provide for general capital needs. ARPA funds will be subject to audit, and units can expect to be required to repay funds that are not spent in accordance with the restrictions. Again, units have several years over which to spend these funds and there likely will be opportunities to leverage funds to achieve more significant outcomes. Please plan strategically and thoughtfully!**

For the most current information on ARPA and other COVID related funding, please visit our COVID-19 Resources webpage (https://www.nctreasurer.com/links/state-and-local-government-finance/local-government-covid-19-resources).

Recent Tweets

-Scroll for more tweets-

ADDENDUM 4

Electronic Sale of Surplus and Personal Property

Resolution Authorizing Advertising of Electronic Auction by Electronic Means

Whereas, G.S. 160A-270(c) authorizes the County to conduct public auctions of real or personal property by electronic auctions procedures and to advertise electronic auctions by electronic means only; and

Whereas, the Beaufort County Board of Commissioners finds that advertising electronic auction sales of real and personal property by electronic means only increases the efficiency of property disposal by this method and saves taxpayer's dollars.

Now therefore, be it resolved that the Beaufort County Board of Commissioners approves the following:

1. All sales of real and personal property by electronic public auction may be advertised by electronic means only.
2. Electronic advertisements of the sale of personal property shall be posted at least 10 calendar days prior to the date on which bidding for the property opens.
3. Electronic advertisements of the sale of real property shall be posted at least 30 calendar days prior to the date on which bidding for the property opens.
4. Electronic advertisements shall be posted on the Beaufort County Government website and, where feasible, by any other electronic means through which notice of the electronic auction may be broadly advertised.
5. Electronic advertisements shall identify and provide a general description of the property to be sold, the date and time at which electronic bidding opens, the electronic address where information about the property to be sold can be found, the electronic address where electronic bids may be posted, a reference to the resolution authorizing the sale where applicable,[1] and any other relevant terms and conditions of sale.

Adopted this the 2nd day of August, 2021

_____
Frankie Waters, Chairman
Beaufort County Board of Commissioner

_____
Kathleen Mosher, CMC, NCCCC
Clerk to the Board

§ 160A-270. Public auction.

(a) Real Property. - When it is proposed to sell real property at public auction, the council shall first adopt a resolution authorizing the sale, describing the property to be sold, specifying the date, time, place, and terms of sale, and stating that any offer or bid must be accepted and confirmed by the council before the sale will be effective. The resolution may, but need not, require the highest bidder at the sale to make a bid deposit in a specified amount. The council shall then publish a notice of the sale at least once and not less than 30 days before the sale. The notice shall contain a general description of the land sufficient to identify it, the terms of the sale, and a reference to the authorizing resolution. After bids have been received, the highest bid shall be reported to the council, and the council shall accept or reject it within 30 days thereafter. If the bid is rejected, the council may readvertise the property for sale.

(b) Personal Property. - When it is proposed to sell personal property at public auction, the council shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the date, time, place, and terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction.

(c) The council may conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services. Notice of an electronic auction of property shall identify, in addition to the information required in subsections (a) and (b) of this section, the electronic address where information about the property to be sold can be found and the electronic address where electronic bids may be posted. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular auction or for all auctions under this subsection shall be approved by the governing board of the political subdivision. Except as provided in this subsection, all requirements of subsections (a) and (b) of this section apply to electronic auctions. (1971, c. 698, s. 1; 1973, c. 426, s. 43; 2001-328, s. 5; 2005-227, s. 4; 2006-264, s. 74.)

Method	Type of Property	Procedural Requirements			
Public auction – real property *(G.S. 160A-270);* may be live or electronic auction	Real property	**Step 1:** Board adopts resolution authorizing sale by auction	**Step 2:** Publish advertisement of auction at least 30 days before auction is conducted. (If *electronic* auction, board may authorize electronic-only notice)	**Step 3:** Conduct auction	**Step 4:** Report highest bid to board; must accept or reject within 30 days of date bid is reported to board; complete sale to highest bidder at any time after board approval
Public auction – personal property *(G.S. 160A-270);* may be live or electronic auction	Personal property	**Step 1:** Board adopts resolution authorizing official to dispose of property at public auction	**Step 2:** Publish advertisement of auction at least 10 days before auction is conducted. (If electronic auction, board may authorize electronic-only notice)	**Step 3:** Conduct auction	**Step 4:** Complete sale to highest bidder (board approval of sale not required)
"Small Item" Sales (Personal Property Valued Less Than $30,000)					
Private sale with board approval (authority to conduct sale not delegated) *(G.S. 160A-267)*	Personal property valued at less than $30,000	**Step 1:** Board adopts resolution authorizing an official or employee to dispose of property by private sale at a negotiated price	**Step 2:** Publish notice of sale at least once	**Step 3:** Complete sale no sooner than 10 days after notice is published	

Sample resolutions and advertisements available online at www.ncpurchasing.unc.edu (click on "Forms").
Reference: Lawrence, David M., *Local Government Property Transactions in North Carolina* (2nd ed., 2000)

Method	Type of Property	Procedural Requirements			
Private sale without board approval of each sale (authority to conduct sale delegated) *(G.S. 160A-266(c))*	Personal property valued at less than $30,000	**Step 1:** Board adopts policy authorizing an official or employee to conduct sales. Policy must be designed to secure fair market value for property sold.	**Step** 2: Official or employee negotiates and conducts private sales. Must keep a record of property sold and the sale price. Board approval and published notice not required.		
Leases					
Leases – total term more than 10 years *(G.S. 160A-272)*	Real property Personal property	Must use one of the competitive sale procedures for real property—sealed bid, upset bid, or public auction. *(If leasing real property for housing for low- and/or moderate-income persons, may use GS 160A-278)*			
Leases – total term more than 1 year and less than 10 years *(G.S. 160A-272)*	Real property Personal property	**Step 1:** Publish notice at least 30 days before *regular* meeting of the board at which resolution authorizing lease will be considered	**Step 2:** At a *regular* meeting, board adopts resolution authorizing lease	**Step 3:** Execute lease at any time after board adopts resolution	
Leases – total term one year or less *(G.S. 160A-272)*	Real property Personal property	No procedural requirements – board may delegate authority to approve leases			

Sample resolutions and advertisements available online at www.ncpurchasing.unc.edu (click on "Forms").

Reference: Lawrence, David M., *Local Government Property Transactions in North Carolina* (2nd ed., 2000)

Selling Real Estate with GovDeals®

Live auctions are steadily becoming a thing of the past; the days of selling real estate solely on the courthouse steps will soon be a distant memory. You can sell your property, virtually – anytime, anywhere with GovDeals. Over the past 4 years, 1,243 successful real estate auctions were held on GovDeals resulting in $19.5 million in sales.

4 Years = **1,243 Auctions** = **$19.5 Million**

Real Estate Auctions Live On GovDeals | **Real Estate Auctions Sold In The Past Year**

Property Sold on GovDeals.com

- Residential Property
- Commercial Property
- Vacant/Imperfect Property
- Tax & Non-Tax Foreclosure
- Property without Dwellings

$513,095

$75,000

$127,000

$152,500

$250,000

$233,000

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Complete control over auction times

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Comprehensive and customized marketing strategy

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Our Clients' Success is Our Success

GovDeals®

"GovDeals has proven to be an invaluable service for the Real Estate Division of the City of Jacksonville. In the past two years, we have conducted 600 online real estate auctions using this service and have had outstanding results. GovDeals streamlines the auctioning process providing us with organized, easy to track downloadable reports. GovDeals has turned a labor-intensive process into an efficient system for successful auctioning and frees up our agents to focus on customer interaction, service and other high priorities. GovDeals has become our go-to solution for real estate auctions. We look forward to continuing using your online service for future auctions."

- Joe Namey - Jacksonville, Florida

What kind of information is needed for a real estate auction?

Be as descriptive as possible

- The more information you add, the better. Include accurate, detailed information (including legal description for each property location.
- Include pictures, aerial photographs, links to maps, property information, and parcel numbers.

Set your boundaries

- Include a specific contact person to address questions regarding the auction(s)
- If applicable, include a single inspection time for the property or dwelling for all interested parties to visit, like an open house.

Be precise

- If you know what the property you are selling is zoned for, please include it in the description.
- If you have an appraisal, this is also great information to upload.

Announce taxes, liens or fees

- Inform the buyer that there will be added fees at the end of the auction and detail how those fees are calculated.

Inform prospective buyers

- Include any legal disclosures and rights of the seller, as well as the kind of Deed that will be provided to the buyer.

Stay one step ahead

- Include lot size or dimensions in the description. Describe additional items if any are included.
- Outline the process and timeline regarding the transfer of the deed to the winning bidder.

Frequently Asked Questions

Can we sell a parcel of land only?

Yes. The property does not have to include a house or dwelling.

Can our agency sell commercially zoned real estate?

Yes. Include the same information (legal description and description) of the property as you would for a non-commercial property.

How long should the property remain at auction?

GovDeals recommends conducting a Real Estate auction for three to four weeks minimum. For higher valued commercial properties, we recommend six to eight weeks. This will allow substantial time for our Marketing team to advertise the property.

What type of marketing is done for real estate?

Marketing varies based on the type and value of the real estate being sold. It can include real estate ads, social media publications, press releases, email blasts to existing GovDeals bidders, and providing real estate signage for placement on location.

Will GovDeals assist in the creation of the auction for us?

Yes. GovDeals will train you and your staff on loading real estate auctions and can assist you with the process if needed. Typically, you would need to notify your account manager before you are ready to have the auctions go live. At that time, GovDeals will consult with you about what information is needed for a successful auction. We recommend providing all auction information in a spreadsheet with detailed legal description and pertinent information regarding the auctions. Include pictures, links, disclosures, etc. GovDeals can provide sample real estate auctions for you to view before preparing your own.

Frequently Asked Questions

Can I set a reserve amount?

Yes. Both minimum bids and reserve amounts can be set on real estate auctions.

Can specific fees be added to the auction?

Yes. Fees can be added prior to or after the auction. These fees, like deed stamp fees and recording fees, must be disclosed in the description when the auction is sent live. Fees are added when the auction closes since they are based on the auction's final sale price and the number of pages needed to record the deed. In the auction description, the seller must outline all of the fees that will be added upon the close of the auction, so buyers are aware.

Can a bid deposit be collected from bidders?

Yes. Bid deposits can be collected from bidders. GovDeals will give a recommendation on the appropriate amount based on the value of the property.

The final sale amount must be approved by our "Commission/Board/Management", can we reserve the right to approve bids and/or reject them?

Yes. There are several options available to reserve the right to approve the final bid and reject any bids that might have been placed. Work with your account manager on what options work best for you.

I already have a GovDeals Account, but I do not want to use it for my Real Estate sales. Can I set up a second account for these auctions?

Yes. Work with your account manager on setting up another account.

ADDENDUM 5

County Website Design Contract

Bid Tabulation

Bid/Quote Tabulation

Project: RFP BC-FY21-001

Date: June 11th 2021

Description: Website Design & Development (as per RFP)

Vendor Name:	Exec Summary	Comp Profile	Project Team	Experience	Implementation Plan	Ongoing Services	Investment Proposal	1st Year Fees	Fees Year 2	Anti-Collusion Affidavit	Acknowledgment of Addendum	Exhibit A
Paramount Software Solutions	X	X	X	X	X	X	X	$151,700	$35,000	X	X	X
Unleashed Technologies	X	X	X	X	X	X	X	$180,500	$20,000	X	X	X
Eagle Eye Marketing	X	X	X					$25,480	Not listed		X	
219 Group	X	X	X	X	X	X	X	$33,706	$4,500		X	X
Kyyba, Inc.	X	X	X	X	X	X	X	$287,700	$153,800	X		X
Civic Plus	X	X	X	X	X	X	X	$30,273	$5,250	X	X	X
GHD Limited	X	X	X	X	X	X	X	$91,385	$15,900	X	X	X
North South 804	X	X	X	X	X	X	X	$212,400	$30,000	X	X	X

Authorized Signature / Commissioner : Edwin Gault

Witness: Hallie Jones

- **Company Profile**
  - 22 years of experience.
  - 350 employees.
  - 4,000 plus local government clients across US and Canada with 20 plus years of experience.
- **Compliance**
  - ADA Section 508 and WCAG Level A & AA at go-live date. Accessibility Checker within the CMS can be used to check for issues before publishing updates.
  - Credit Card Processing – CivicPlus Pay which is PCI-compliant. If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services or even possible integrate with many providers. (See page 20).
- **Key Features** (Specific Functions/Features can be found on page 15 – 28):
  - Community Voice – lets you interact with citizens about projects in the community.
  - News Flash – post organizational news items that important to citizens.
  - Alert – Post emergency or important information on the website to notify citizens via email and SMS (text messages).
  - Document Management Center – includes Agenda Center, Archive Center, Document Center, Forms Center, Photo Gallery, and Staff Directories.
  - Information & Navigation – FAQ section (reduces phone and foot traffic for staff), Quick Links – place links to often-requested information directly on the page of your choice.
  - Department Specific – Activities, Facilities & Reservations, Job Postings (accept online job applications), **Bids** – Post sortable and subscribable bids. **Departmental Home Pages** – Departments within the county can have dedicated pages within the main site that still follow the same design as other interior pages. Example: Public Works can have calendar events, News Flash, etc. to differentiate from the rest of the website.
  - **Administrative Features**:
    - Set content to auto-publish and auto-expire with an archive of all published content and previous versions.
    - History Log – tracks changes made to the website.
    - Intranet – Use permissions to set a secure location for employees to login and access non-public resources and information.
    - Website Statistics – Piwik or Google Analytics to provide web statistics.
    - Link Redirects – instead of sending users to a long website such as www.civicplus.com/248/Awards-and-Recognition you can send them to www.civcplus.com/awards.
    - Live Edit – allows you to view pages before they are published to the public WYSIWYG (What You See Is What You Get) and other drag and drop tools.
    - Maps – Embed maps from Google, ESRI, and more using the HTML widget.

        - Predictive Site Search & Log – auto-indexes all content making it easy for visitors to find information actors pages, documents, and images.
        - Printer Friendly – Separates critical content from the site template to provide a clean print.
        - Responsive Design – Screen adjusts to your device.
        - Social Media – allows various modules to automatically post to Facebook and/or Twitter feeds.
        - Translation – via Google Translate.

    - Optional Features that were included with CivicEngage Package at no additional cost.
        - E-Communication – Includes an Alert Center, Blog, Calendar, Community Voice, My Dashboard, and News Flash.
        - Sign Sign-On Integrations – Supports two-factor authentication and PCI level compatibility.
        - Video Center – Custom HTML widget allow videos from YouTube, Vimeo, and other video management tools.

Project Timeline – typically takes 16 – 28 weeks but the exact timeline will be determined during the project scope and other factors. (Pages 31 – 34)

Support / Maintenance

- Will have a dedicated Client Success Manager to provide best practices and how to engage citizens after the website is launched.
- 24/7/365 support that is available via chat, phone, and email or accessing a self-service tutorial and user guide on CivicPlus Help Center.
- Receive continuous system updates to keep your system running at optimal capacity.
- Maintenance
    - Full backups daily
    - Regularly scheduled upgrades including fixes and other enhancements.
    - Testing
    - Development
    - OS Patches
    - Each month new updates are pushed to the CMS and infrastructure. Communications on enhancements and patches are communicated through the admin portal and via email. New releases are communicated the same way along with quarterly webinars to explain the changes.

Hosting and Security – page 38

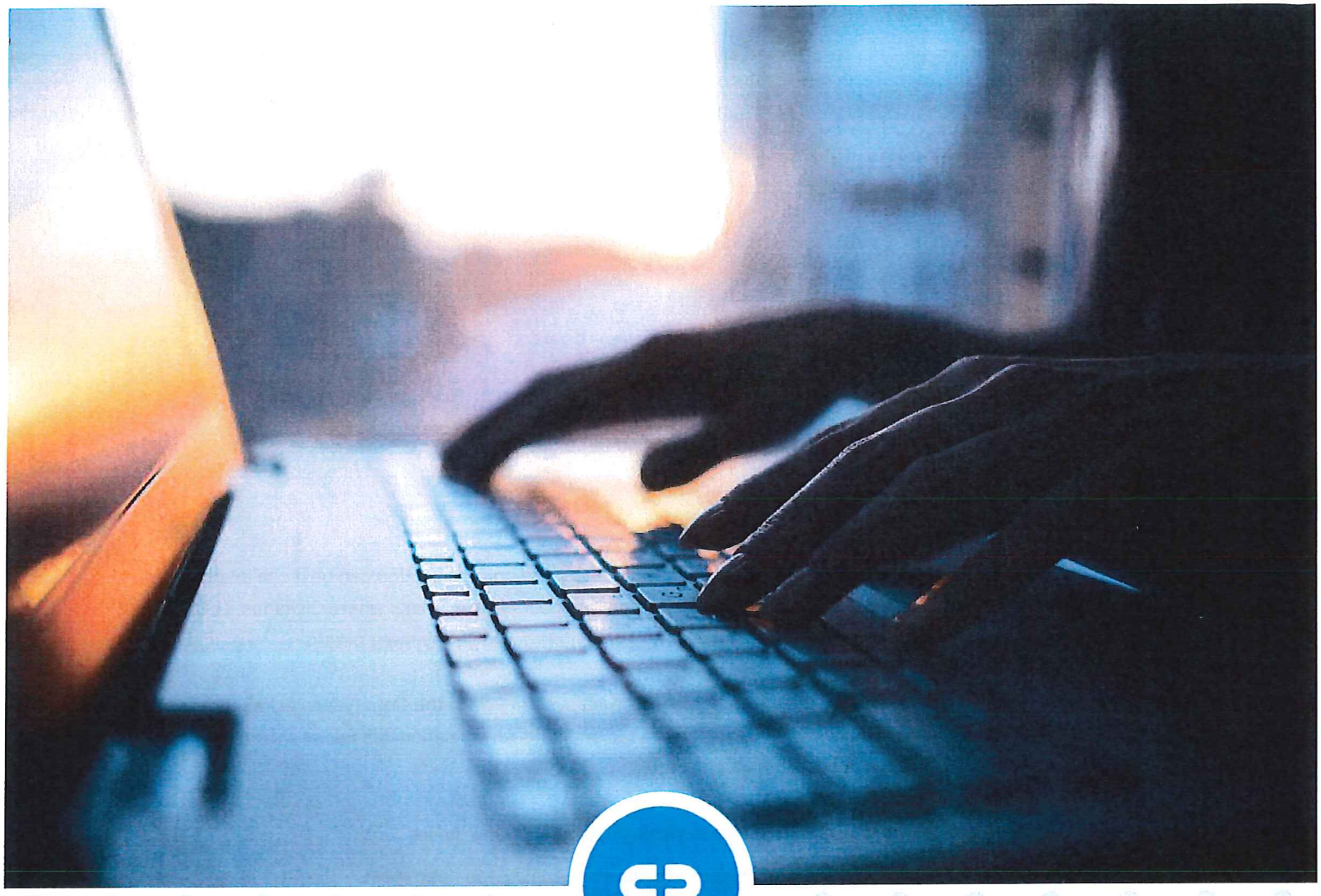
- Enterprise-Level Hosting environment that is monitored 24/7/365 and backed by a guaranteed 99.9% uptime excluding maintenance.
- Redundant infrastructure with on-site power backup and generators.
- Multiple telecom/network providers.
- Monitored 24/7/365
- Bandwidth
    - Multiple providers in place.

- Unlimited bandwidth usage for normal business operations
- Burst bandwidth – 22 Gb/s

- **Hosting**
  - Server and Database server updates and security patches.
  - Antivirus management
  - Redundant firewalls
  - High Performance SAN with N+2 reliability.

- **Disaster Recovery**
  - Emergency after hours support with a live agent 24/7
  - Online status monitor by Data Center
  - 8 hour guaranteed recovery TIME objective.
  - 24 hour guaranteed recovery POINT objective.
  - Pre-emptive monitoring for disaster situations.
  - Multiple, geographically diverse data centers.

- **DDos Mitigation**
  - Defined Attack process
  - Identify attack source and type
  - Monitor attack for threshold engagement.
  - Advanced Security Coverage can be purchased at the time of the event



CIVICENGAGE CENTRAL

RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Beaufort County, North Carolina

Presented by | David May, CivicEngage Account Executive

CIVICPLUS

June 9, 2021

Hollie Jones
Purchasing Officer
Beaufort County
132 West 2nd Street
Washington, NC 27889

RE: Request for Proposal # BC-FY21-001: Website Design and Development

Dear Ms. Jones and/or Selection Committee:

Meeting the need of society's expectation of instant access to news and communication can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus, LLC (CivicPlus) can help. We are passionate about our mission to help make local government better.

With the CivicEngage Central (CivicEngage) content management system (CMS) the County won't simply be getting a website – you'll also obtain the tools to build a trusted and long-term relationship between you and your citizens. By partnering with CivicPlus, you'll receive:

- Responsive design that is available to your citizens from anywhere on any device
- Comprehensive suite of modules and tools tailored to the functionality you need most
- Hands-on migration of existing content by our team of experts
- 24/7/365 support with secure hosting and maintenance

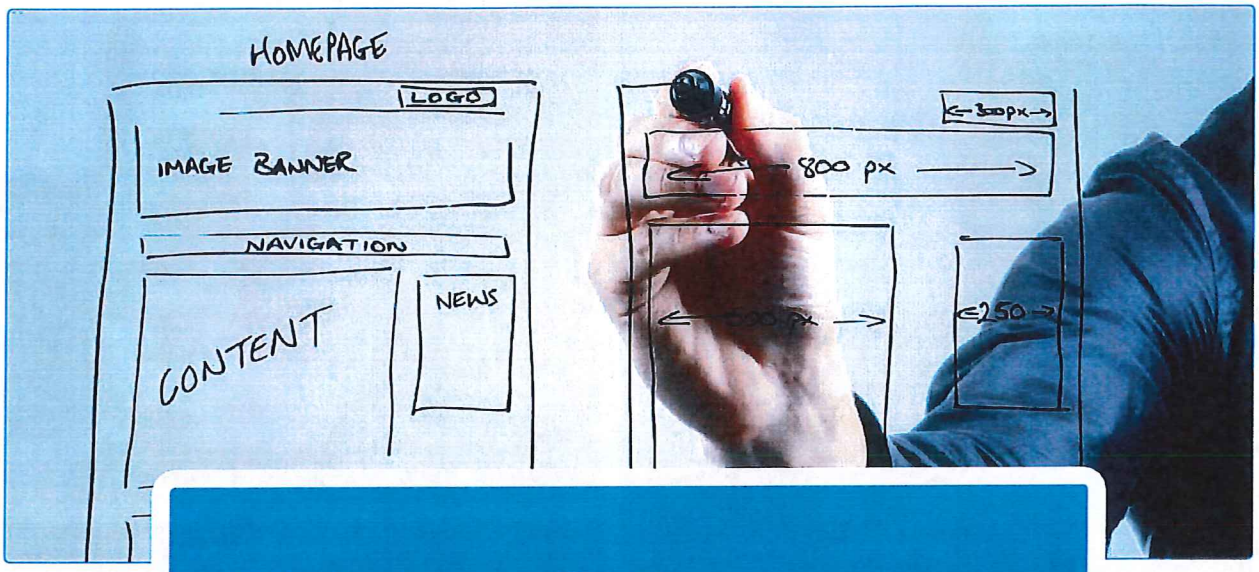
Your new site will be developed on the most robust and flexible CMS available. CivicEngage is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways.

We welcome the opportunity to discuss our proposed solution for the County and answer any questions you may have about partnering with CivicPlus and CivicEngage.

Sincerely,

DAVID MAY
CivicEngage Account Executive
may@civicplus.com
785.370.7821

AMY VIKANDER
Vice President of Client Services
(authorized to bind CivicPlus)



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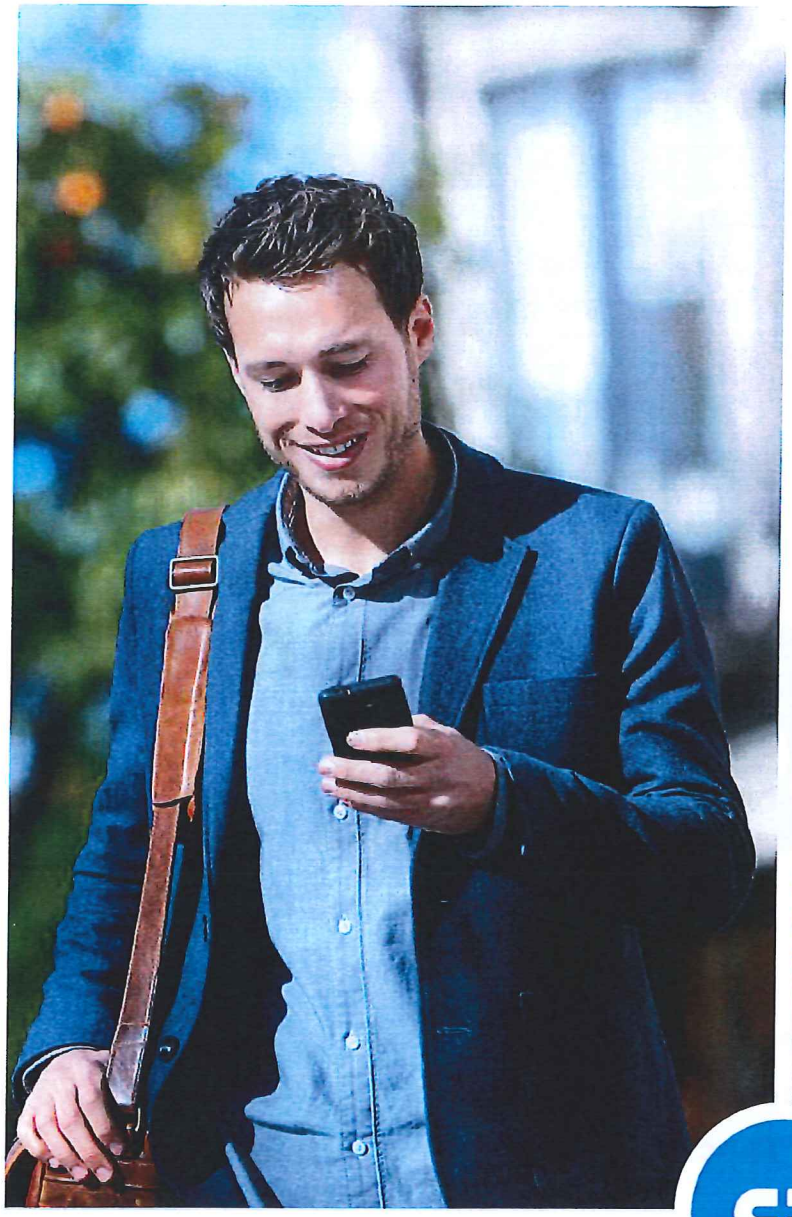
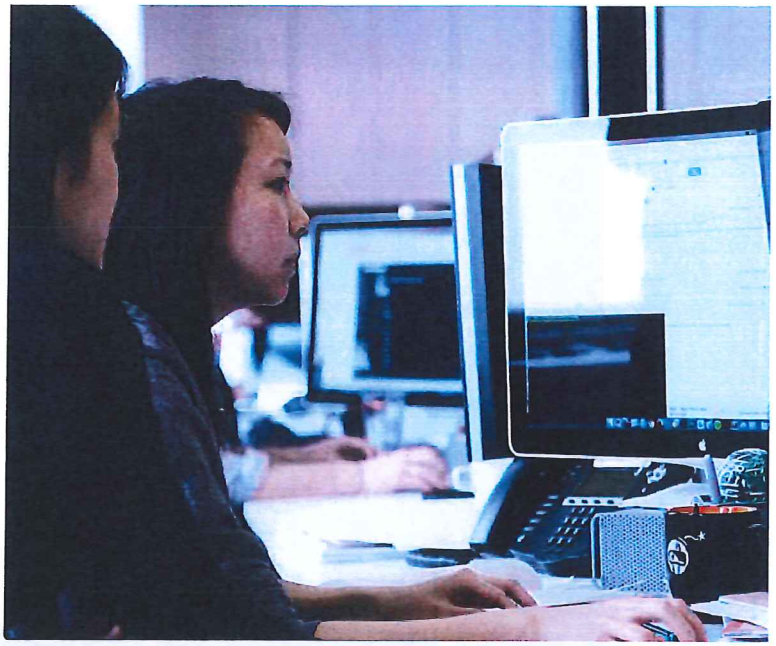




RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Executive Summary

EXECUTIVE SUMMARY

Overview & Summary

Content Management System

- Streamline your processes and add self-service options to reduce calls and walk-ins with our easy-to-use content management system specifically designed for local government.
- Provide access to your website from any device, screen size, and orientation with CivicEngage's responsive and optimized design.
- Ensure your citizens can access information with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.

Implementation

- Rely on a dedicated team of industry experts as they guide you through implementation.
- Collaborate with your Art Director to develop a design that captures your unique community and takes advantage of CivicEngage's tools.
- Enhance your content for usability and accessibility with intuitive navigation as our Content Development Team performs a hands-on migration of content, documents, and images to your new website.
- Participate in personalized education led by a CivicPlus Trainer so you can confidently update your website long after launch.

Hosting, Security, & Support

- Maintain peace of mind with an enterprise-level hosting environment monitored 24/7/365 and backed by a guaranteed 99.9% uptime (excluding maintenance).
- Access your website from nearly any device with an internet connection with our cloud-based solution.
- Reach out to our award-winning, in-house support available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365.
- Receive continuous system updates to keep your system running at the optimal capacity.
- Partner with your Client Success Manager who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your citizens.

Key Differentiators

Integrated Platform

CivicPlus is an integrated technology platform for local government. The CivicPlus Platform is the first of its kind to bring a secure, single sign-on central dashboard with access to multiple CivicPlus products in one location.

Experience

We bring over 20 years of experience helping our clients work better and smarter through their web environment.

Design Process

Our process combines the creativity of our in-house designers with proven functionality to reach the perfect end result.

Navigation

We've helped hundreds of clients effectively organize their website taxonomy and content structure. Your redesigned site will provide your residents with an intuitive, user-friendly architecture.

Live Edit

CivicEngage's Live Edit feature allows you to view your webpages and see how the information looks before publishing to your public.

Community

CivicEngage users have their own network, ENGAGEXCHANGE, to connect with more other government entities on the same platform to share ideas, ask questions, and much more.

Training

After your initial instruction in the system, we offer continued training and resources through the CivicPlus Help Center that helps you and your staff remain fresh and up-to-date with our system.

Future

Our development staff will stay by your side, rolling out new features, new applications, and new suggestions so you can better serve your community.

RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

CivicPlus Company Profile

Company Overview

Legal Name

CivicPlus, LLC, a Kansas limited liability company

Company History

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

Length of Time in Business

CivicPlus has been providing web solutions for our clients for over 22 years.

Number of Current Employees

CivicPlus currently employs more than 350 employees.

Main Point of Contact

David May, CivicEngage Account Executive
785.370.7821 | may@civicplus.com

4,000 +

local government clients across the United States and Canada

20 +

years of experience with a focus to help local governments

350 +

employees, many with experience in local government

Recognition

Inc. 5000

10-time Inc. 5000 Honoree

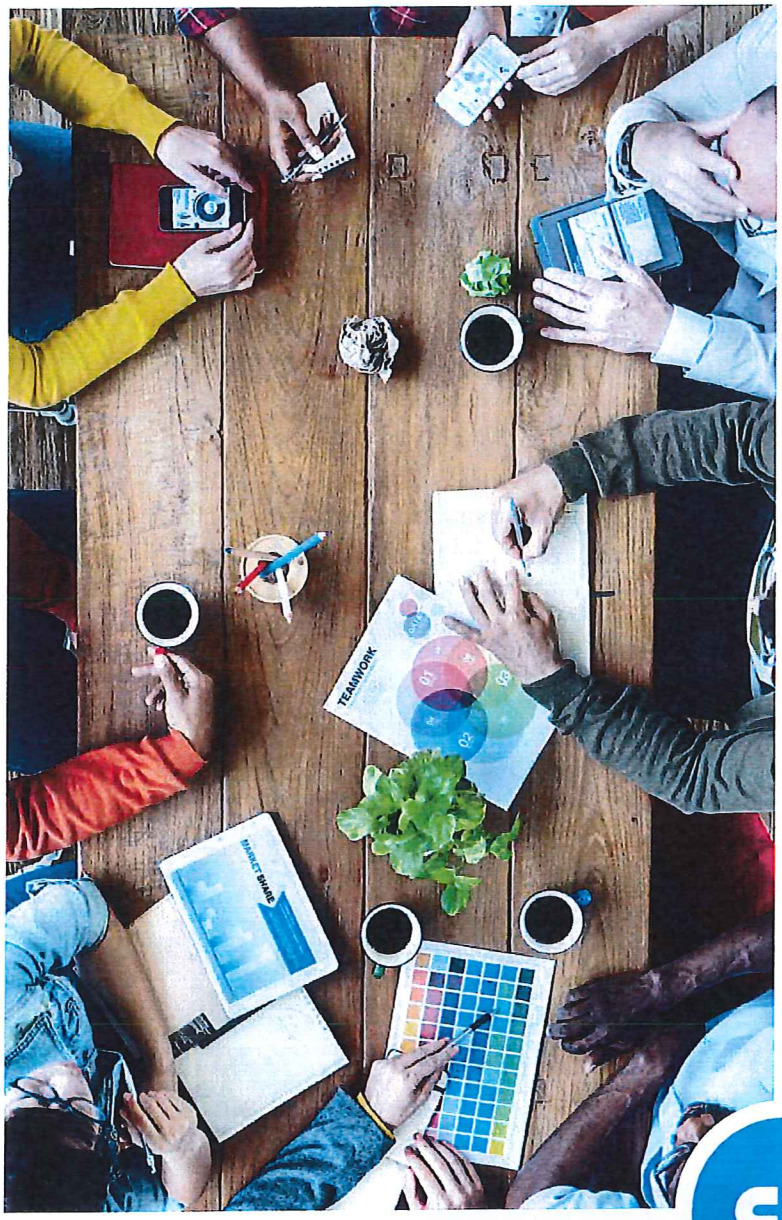
GOVTECH 100 COMPANY 2021

govtech.com/100

Technical Support

THE STEVIES

Recognized with multiple, global Stevie® Awards for sales and customer service excellence



RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

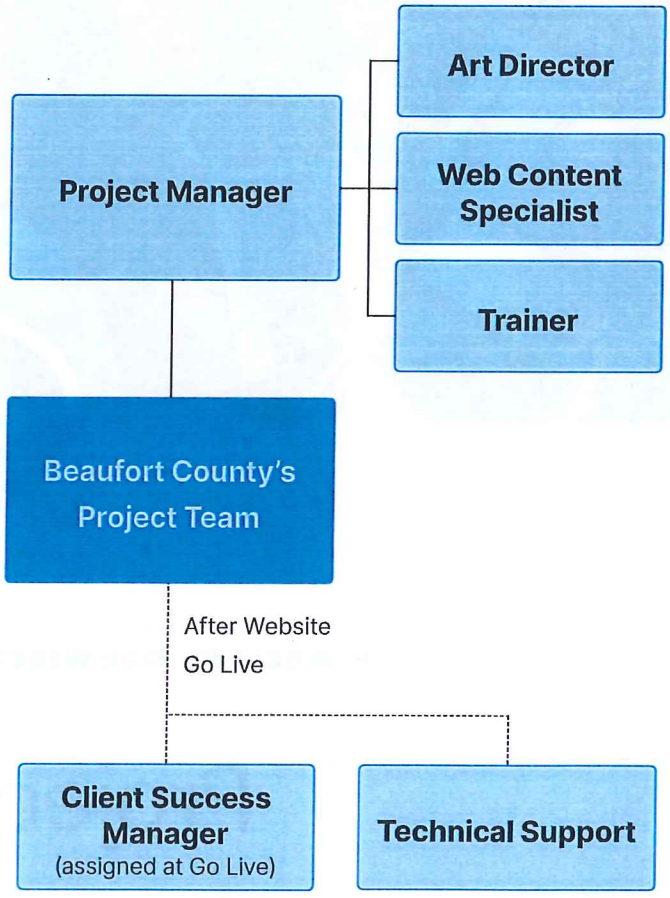
Project Team

PROJECT TEAM

Your CivicEngage Team

From project management to design and development to training and support, a project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. Based on our years of experience administering projects, it has become our policy to assign individual team members at the project start. This way we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. As such, we do not provide names or resumes of team members during the RFP process. Rest assured that your project team, once assigned, will deliver the attention and effort you need and deserve to create a website that achieves your vision of success.

- **Project Manager** – Provides communication, establishes project plan, schedules project resources, facilitates project tasks, ensures requirements are met according to scope
- **Art Director** – Establishes vision for website design, collaborates with graphic design team to create website design to meet your needs, coordinates design application to functioning website
- **Web Content Specialist** – Guides content development process, ensuring application of best practices for usability and accessibility
- **Trainer** – Educates your team to use the CivicEngage content management system, demonstrates effective use of tools and functionality



PROJECT TEAM

Communication

Project Management Tools

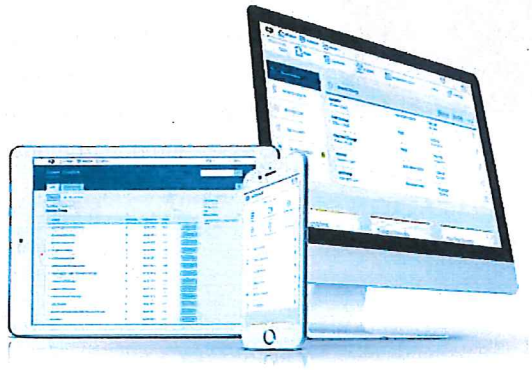
Communication between you and your CivicEngage team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software, Mavenlink, will keep all stakeholders involved and informed. Mavenlink offers task management transparency with a multi-level work breakdown structure, Gantt Chart-based project plan, and a focused communication channel.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Conversations are linked to files and tasks for easy reference
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Mavenlink combined with regular check-ins with your Project Manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

Subcontractors

Your website will be designed, developed, implemented, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.



PROJECT TEAM

Team Leaders

Our expert project leaders will coordinate qualified specialists who will work directly with you throughout your project development and beyond.

Millard Rose

VICE PRESIDENT / GENERAL MANAGER OF CIVICENGAGE

Millard brings over 20 years of experience in the government software industry, with over 17 of those specifically working with government websites. He oversees the strategic direction and day-to-day management of all CivicEngage platforms which support over 4,000 clients of all sizes and government sectors.

EDUCATION
BBA Management

RESUME
President
Vice President of Sales

20+ YEARS EXPERIENCE
Multiple Leadership Positions
Product Strategy
Sales & Marketing

Adam Block

DIRECTOR OF IMPLEMENTATION

Adam oversees the teams responsible for creating your CivicEngage website to ensure you are satisfied with your end product and implementation experience. This includes our implementation team managers, project managers, art directors, web content specialists, and resource teams.

EDUCATION
BS Business Administration
Management
Economics

RESUME
Lead Project Manager
Financial Services

10+ YEARS EXPERIENCE
Project Management
Business Management
Team Building
Customer Service

Jeremy Wilson

MANAGER OF CLIENT SUCCESS

Upon launch of your website to the public, Jeremy will assign a Client Success Manager to your account. Your dedicated Client Success Manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

EDUCATION

BS Political Science

RESUME

Assistant Manager of Account Management
Solutions Specialist

5+ YEARS EXPERIENCE

Customer Service
Leadership Sales
Team Building

Constance Cooke

DIRECTOR OF CLIENT SUPPORT & IT

Constance manages all CivicPlus technical support teams and our internal IT department. The support teams operate on a three-tier, product-specific escalation process to report technical issues to the product development teams and work hand-in-hand with our Help Center to continually improve online assistance.

EDUCATION

BA English, Communication

RESUME

Technical Support Specialist
Documentation and Communications Manager

5+ YEARS EXPERIENCE

Technical Support
Business Management
Team Building
Customer Service

Jim Flynn

DIRECTOR OF INFORMATION SECURITY & INFRASTRUCTURE

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

EDUCATION

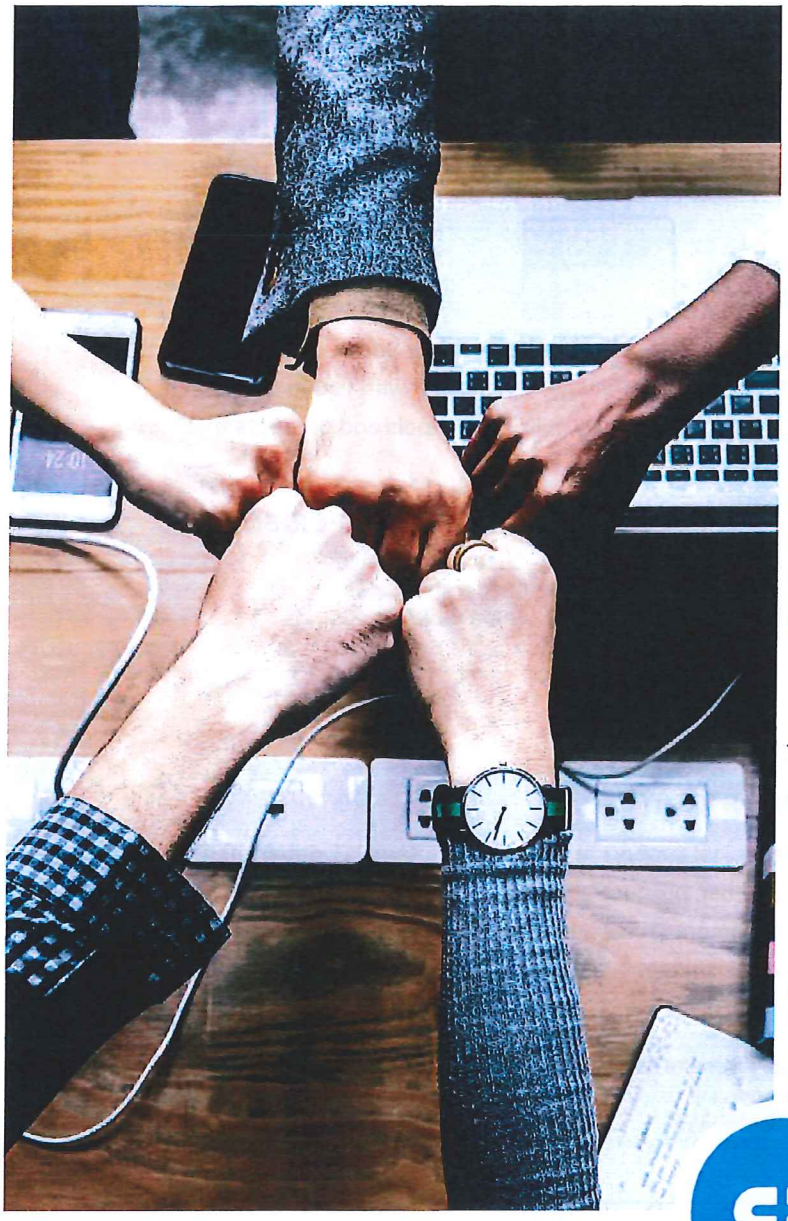
BA Computer Information Systems

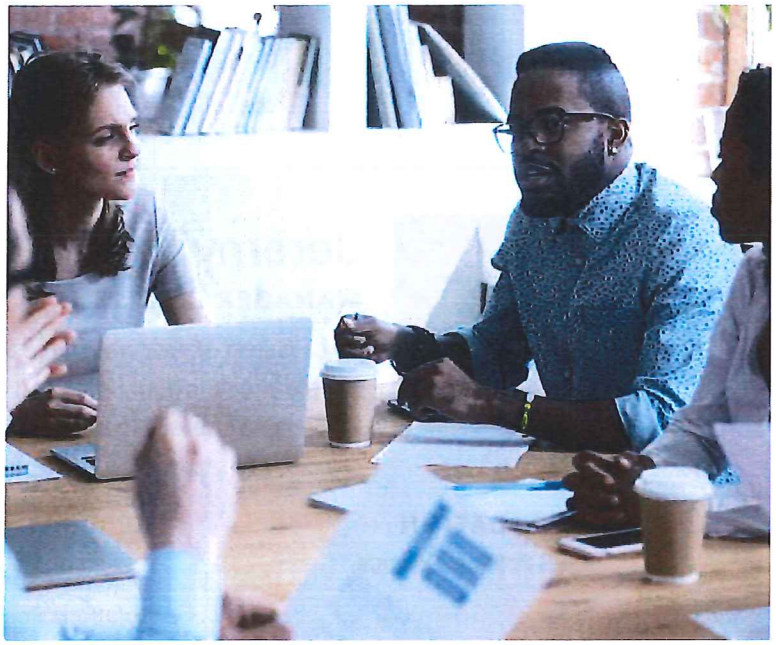
RESUME

Chief Systems Architect
Information Technology Director
Software Engineer

18+ YEARS EXPERIENCE

Cybersecurity
Network Infrastructure
System and Software Architecture





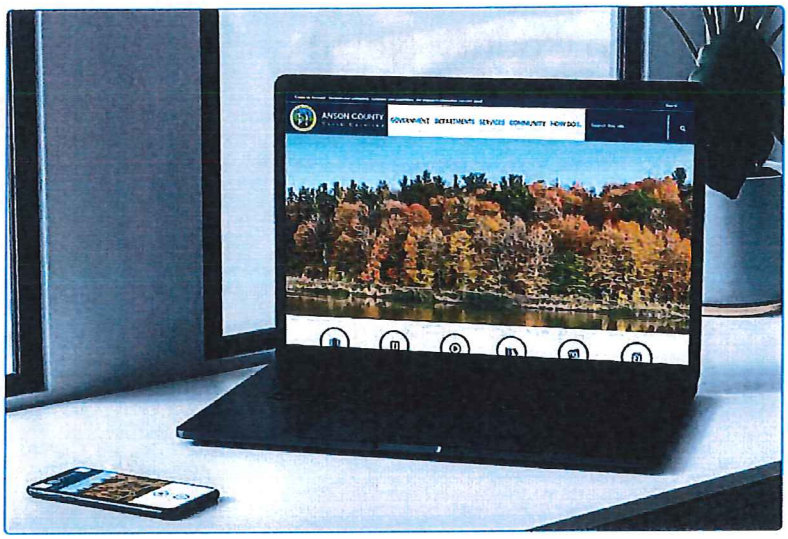
Experience

EXPERIENCE

References

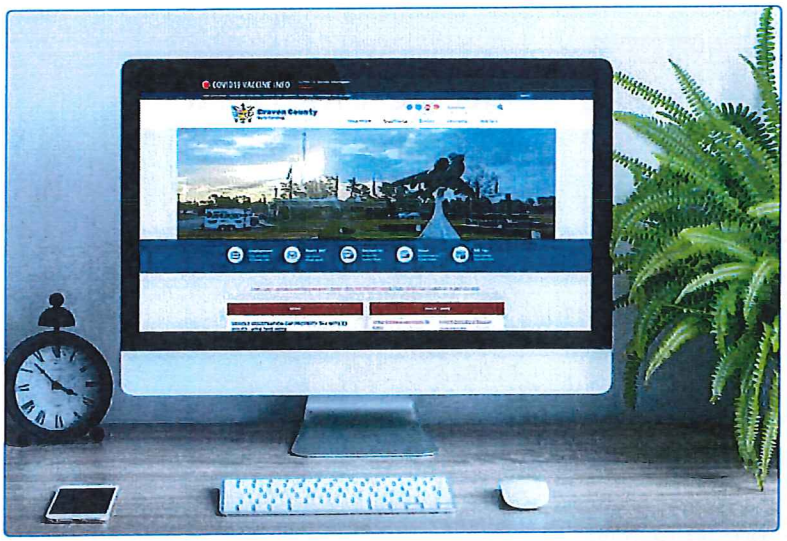
Anson County, North Carolina

co.anson.nc.us



CHRIS JOFFSON
IT Manager
E: cjoffson@co.anson.nc.us
P: 704.994.3020

MARINA ADAMS
Assistant to the County Manager
E: madams@co.anson.nc.us
P: 704.994.3229



Craven County, North Carolina

cravencountync.gov

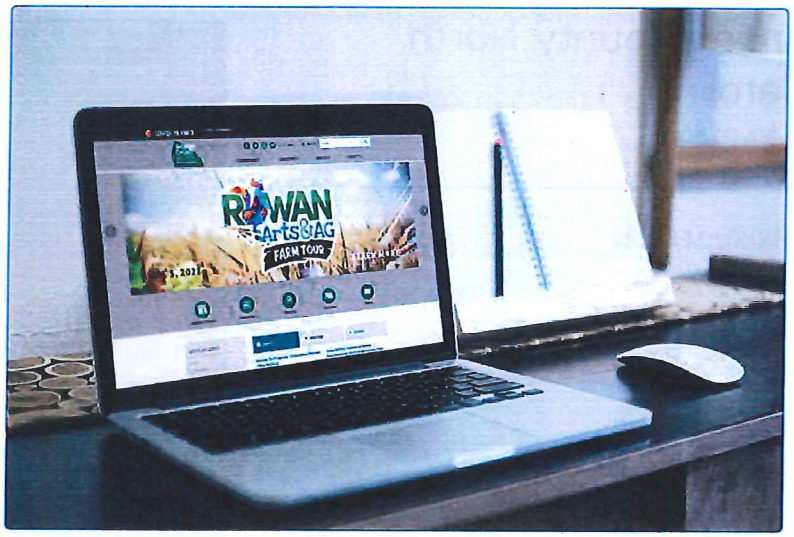
DENNIS HOLTON
Public Information Officer
E: dholton@cravencountync.gov
P: 262.636.6609

EXPERIENCE

References

Rowan County, North Carolina

rowancountync.gov



APRIL EVERETT
Creative Services, IT
E: april.everett@rowancountync.gov
P: 704.216.8175

Pitt County, North Carolina

pittcountync.gov

DONNA DAVIS
E: donna.davis@pittcountync.gov
P: 252.902.3805

EXPERIENCE

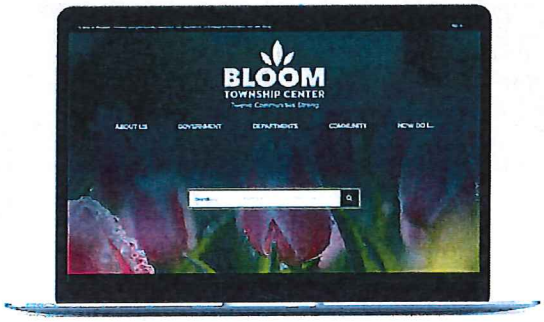
Design Portfolio

The included design portfolio will provide you with an idea of the different directions we can take your creative design. Please note that not all parties listed have agreed to be contacted for reference.

Jamestown BPU, New York
jamestownbpu.com

Auburn, Massachusetts
auburnguide.com

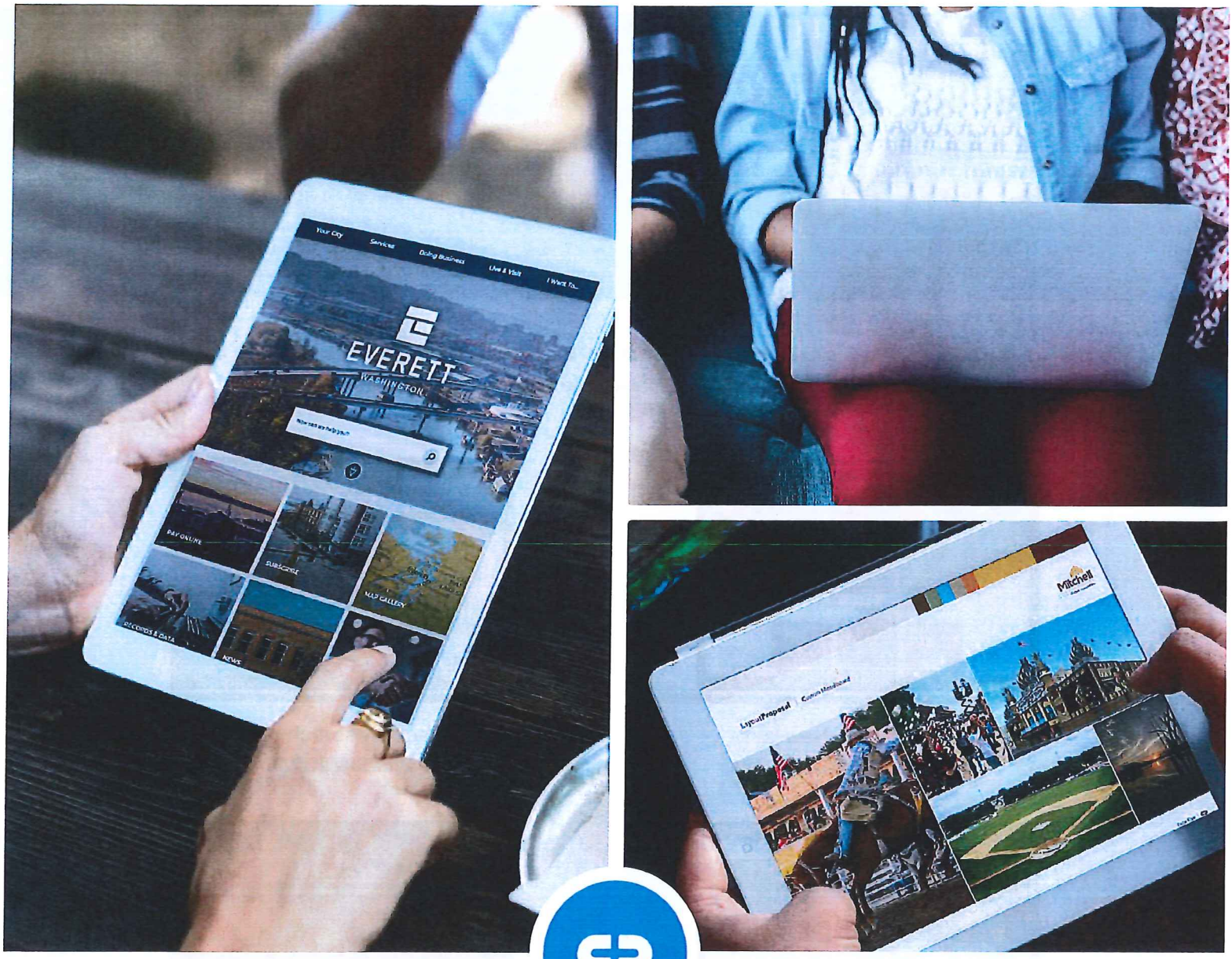
Malta, New York
malta-town.org



Bloom Township, Illinois
bloomtownship.org

Sidney, Ohio
sidneyoh.com

Port Angeles, Washington
cityofpa.us



RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Features, Functionality, & Design

FEATURES, FUNCTIONALITY, & DESIGN

CivicEngage CMS

The CivicEngage CMS is robust and flexible with all the features and functionality you need today and in the future. Developed for organizations that need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

> I'm confident that any service our citizens need can now be found in one to two clicks.
>
> **— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida**

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards. We are able to offer all of the Required Features in the RFP and most of the Optional Features. Please see page 22 for more information on the Optional Features not standard with your CivicEngage package.

CivicEngage Modules & Widgets: Required Features

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CivicEngage features.

- **Alert Center** – Post emergency or important information on your website to notify citizens via email and SMS.
- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions.
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month.
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes 5 user licenses & 10 request types).
- **Community Voice** – Interact with citizens about projects in your community.
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about.
- **News Flash** – Post organizational news items that are important to your citizens.
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users).

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS and making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations.
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents.
- **Document Center** – Organize and house documents in one central location.
- **Form Center** – Create custom, online forms via simple drag-and-drop functionality. Receive notifications via email and track within the CMS.
- **Photo Gallery** – Store and display photos.
- **Staff Directory** – Share detailed contact information for your staff and offices.

Information & Navigation

Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff.
- **Graphic Links** – Place graphics on your site as links to other pages.
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting.
- **Quick Links** – Place links to often-requested information directly on the page of your choice.

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities.
- **Facilities & Reservations** – Showcase community facilities and allow reservations online.
- **Job Postings** – Post available jobs online and accept online applications.
- **Bids** – Post sortable and subscribable bids.
- **Departmental Home Pages** - Departments within Beaufort County can have dedicated pages within the main site that still follow the same design as other interior pages. These departments can use dynamic page components, features from modules such as Calendar, FQAs, News Flash, and Info Advanced, to differentiate itself from the rest of the website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs, and news announcements pertaining to that department.

Helpful Widgets

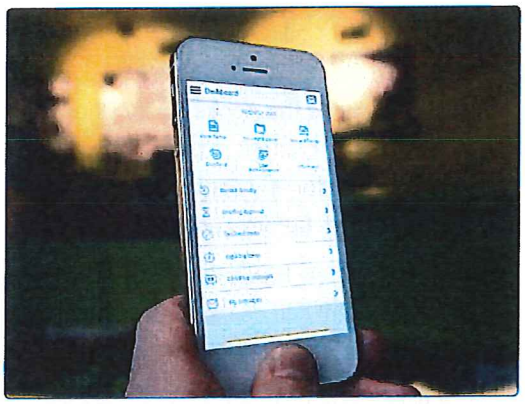
Widgets help your staff visually organize content on your site and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality.
- **Custom HTML Widget** – Embed videos or other HTML features in your page.
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.
- **Image Widget** – Add images to a page.
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.
- **Share Widget** – Add a share button to your page so citizens can share content to their social media.
- **Slideshow Widget** – Add a slideshow of images.

Administrative Features

The administration of your CivicEngage site is browser based, with no installation of software needed. You'll be able to update the site from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Admin Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.



- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the site) and the site map are dynamically generated and automatically update reflecting any changes made.
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.
- **History Log** – Track changes made to your website.
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information.
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.
- **Pending Approval Items** – Admins have access to a queue of pending items to be published or reviewed.
- **Website Statistics** – Piwik or Google Analytics provides web statistics for analysis.

User-Friendly Features

Not only is the CivicEngage CMS easy for your staff to use, various administrative features help your staff make a more attractive, engaging, and intuitive for your citizens.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your site.
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website.
- **Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget.
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your site quickly.
- **Predictive Site Search & Log** – A powerful site search automatically indexes all content making it easy for visitors to find information across pages, documents, and images. All search words are kept in a log.

- **Printer Friendly** – Separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications.
- **Responsive Design** – With responsive design, your site adjusts to the screen size regardless of what device is being used, providing a seamless user experience.
- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your site.

> It's extremely easy for nontechnical users to use, giving them confidence early on. The modules are well-thought-out for use by a government entity. That's extremely helpful – you wouldn't get that with an off-the-shelf, generic CMS.
>
> **— Angie Kilbourne, Web Content Specialist for Irving, Texas**

- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website.
- **Translation** – Integration with Google Translate translates web pages into over 100 languages.

Accessibility Compliance

With over 20% of adults in the United States having a disability, you need a website that reaches all citizens. CivicEngage websites are highly compliant based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing site. We utilize the following steps to provide you with a compliant and accessible website:

- We will deliver you a site that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our clients. Additional details and a quote can be provided upon request.

Credit Card Processing

CivicPlus Pay (Pay) is our secure, PCI-compliant, utility application integrated within the CivicPlus Platform. Local governments can use Pay within the CivicEngage, CivicRec®, and CivicOptimize® solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the client experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by the County, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Contact your sales representative for more details on our approved partner network and other supported gateway providers.

To utilize any of the approved gateways, an agreement will need to be executed directly between the County and the vendor, who will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to leverage any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

The CivicPlus Platform

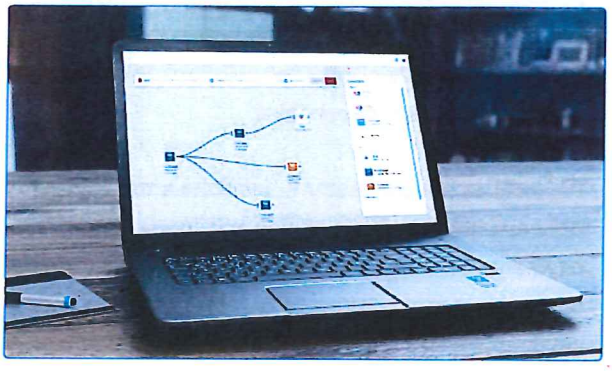
CivicEngage is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

Integration Hub

In today's world, your website has become the new city hall. To effectively reach the public of today, it is imperative that you integrate your data and systems, streamline your operations, and consolidate your messaging channels. Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations – without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).



The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicEngage today:

- An integration that will take a News Flash update in a specific category and immediately post it to the Alert Center.
- An integration that will push a new Calendar Event to post directly in the News Flash module.

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.

Optional Features

The following features are standard with your CivicEngage Package, at no additional cost.

E-Communication Platform

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key CMS features. Your staff can create dynamic and informative blog content as well as offer citizens a platform to connect with one another and share ideas. Allow citizens to subscribe to custom notifications, view multiple calendars and events, and easily report problems with a venue for communication. Inform citizens of breaking news and alerts. Each solution is tailored to the needs of local government and is simple to use—no coding skill necessary.

- Alert Center
- Blog
- Calendar
- Community Voice
- My Dashboard
- News Flash

Single Sign-On Integration

The CivicPlus Platform allows for single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility.

Video Center

Video Management – With our Custom HTML widget, videos from YouTube, Vimeo, and other video management tools can easily be embedded on any page of your site. CivicPlus Media is our integrated solution that is available for an additional fee.

Optional Project Enhancements

The following features are not standard with your CivicEngage Package, please contact your Account Executive for more information.

Premium Department Header Package

A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main (parent) site while leveraging consistent CMS administration.

Premium Department Header Package Includes:

- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette for the Department Header homepage and interior pages
- Matching Design Styles and Layout to the parent site
- Shared login and modules with the parent site (design of module pages will match parent site design)

Examples of a Premium Department Header Package

The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.

Phoenixville Borough, PA - Parent Site

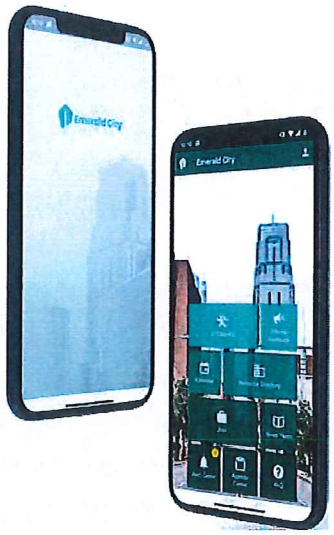
Recreation Department Header

Palm Beach Gardens, FL - Parent Site

Fire Department Header

CivicPlus Mobile

CivicPlus Mobile (Mobile) is the next evolution of the mobile experience for local governments and their citizens. Uniting all our powerful solutions, Mobile provides the solutions and experiences that enables and optimizes citizen engagement, all in a fully configurable, future-proofed mobile solution. Built by the experts in local government, for local government, Mobile offers features and functionality that enable public services and citizen engagement and satisfaction. You benefit from an optimized yet clean, mobile-specific solution that will create the experiences necessary to enhance citizen engagement and satisfaction.



- **Scalable Administration** – Easy enough for non-technical staff to manage daily but with the flexibility of a robust Build Tool Portal for staff to create and customize content.
- **Continuous, Automated Enhancements** – Deployed through the iTunes® App Store and Google™ Play Marketplace, Mobile delivers automated interface and feature improvements.
- **Mobile Accessibility** – With our use of material design and content labeling, mobile users with disabilities can now navigate and interact more easily with all our CivicPlus solutions.

Optional Redesign of Website

Beaufort County's proposed project does not include a built-in redesign however, this option can be added if desired now or at a later date. Should the County decide to include a redesign of the site, there would an additional $2,211 added to your recurring annual services fees. So when your site is ready for a refresh, there is no additional out of pocket expense to you. Included with our redesign services is a complete refresh of the design of your website to keep it looking fresh and innovative. You'll also receive a quality control review to ensure content is as expected with the new design application (no changes will be made to the content). You would be eligible to receive your website redesign after four years of continuous service with CivicPlus.

Exhibit A

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
1	Manage and upload meeting agendas	Yes	This feature (or functionality) is provided standard with CivicEngage
2	Intuitive and audience-based navigation	Yes	This feature (or functionality) is provided standard with CivicEngage
3	Automatic expirations that allow content to expire from the public view	Yes	This feature (or functionality) is provided standard with CivicEngage
4	Automatic and dynamic breadcrumbs	Yes	This feature (or functionality) is provided standard with CivicEngage
5	Browser-based administration that allows users to update, delete, and create pages	Yes	This feature (or functionality) is provided standard with CivicEngage
6	Calendar feature with unlimited categories that allow for multiple display options and resident subscriptions, including a downloadable ical file	Yes	This feature (or functionality) is provided standard with CivicEngage
7	Contact Us form and features	Yes	This feature (or functionality) is provided standard with CivicEngage
8	Cascading Style Sheet (CSS) which allows for customizable templates	Yes	This feature (or functionality) is provided standard with CivicEngage
9	Self-serve citizen request tracking	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
10	Department home pages	Yes	This feature (or functionality) is provided standard with CivicEngage
11	Document repository to upload, store, and retrieve documents in PDF and Word format	Yes	This feature (or functionality) is provided standard with CivicEngage
12	A site-wide emergency notification tool	Yes	This feature (or functionality) is provided standard with CivicEngage
13	Frequently Asked Questions (FAQ) tool with dynamic content	Yes	This feature (or functionality) is provided standard with CivicEngage
14	Site traffic information with analytics and site audit reports	Yes	This feature (or functionality) is provided standard with CivicEngage
15	Ability to track changes made to the website with a reviewable history log	Yes	This feature (or functionality) is provided standard with CivicEngage
16	Multiple levels of user roles and permissions	Yes	This feature (or functionality) is provided standard with CivicEngage
17	Ability to place links	Yes	This feature (or functionality) is provided standard with CivicEngage
18	Intranet/Extranet that provide for user-restricted pages	Yes	This feature (or functionality) is provided standard with CivicEngage
19	Ability to translate to other languages with a multi-lingual tool	Yes	This feature (or functionality) is provided standard with CivicEngage
20	A dynamic tool to showcase news & announcements	Yes	This feature (or functionality) is provided standard with CivicEngage
21	Provide sign-up opportunities for citizens to subscribe to various lists for fast and simple communciation about topics that interest them	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
22	Access to customizable, fillable forms with the ability to track submissions	Yes	This feature (or functionality) is provided standard with CivicEngage
23	Image Center to hold images and dynamically showcase them throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
24	Print-friendly pages	Yes	This feature (or functionality) is provided standard with CivicEngage
25	Ability to create friendly URL redirects	Yes	This feature (or functionality) is provided standard with CivicEngage
26	Rotating Photos/Banner Ads	Yes	This feature (or functionality) is provided standard with CivicEngage
27	Ability to have RSS feeds of site content	Yes	This feature (or functionality) is provided standard with CivicEngage
28	A powerful internal site search with filtering options and predictive search to enable citizens to find exactly what they need	Yes	This feature (or functionality) is provided standard with CivicEngage
29	Automatic site index of searched words	Yes	This feature (or functionality) is provided standard with CivicEngage
30	Scalable interface with Facebook, Twitter, and other social media sites	Yes	This feature (or functionality) is provided standard with CivicEngage
31	Staff Directory with the ability to show staff information dynamically throughout the site	Yes	This feature (or functionality) is provided standard with CivicEngage
32	Ability to play videos	Yes	This feature (or functionality) is provided standard with CivicEngage
33	Create and dispatch online surveys with the ability to monitor and analyze results	Yes	This feature (or functionality) is provided standard with CivicEngage

NUMBER	FEATURE	OFFERED BY VENDOR (YES/NO)	VENDOR COMMENT
34	Compliant with ADA/WCAG accessibility guidelines	Yes	This feature (or functionality) is provided standard with CivicEngage
35	24/7 technical support available through multiple contact channels	Yes	This feature (or functionality) is provided standard with CivicEngage
36	Security and Hosting a. How you plan to host the website b. Burst internet speed used by hosted site c. Disaster Recovery and Mitigation Plans d. How and what security protocols are implemented	Yes	This feature (or functionality) is provided standard with CivicEngage
37	OPTIONAL: Video on-demand hosting and streaming service	Yes	This feature (or functionality) is provided standard with CivicEngage
38	OPTIONAL: Ability to create newsletters for citizens to subscribe to	Yes	This feature (or functionality) is provided standard with CivicEngage

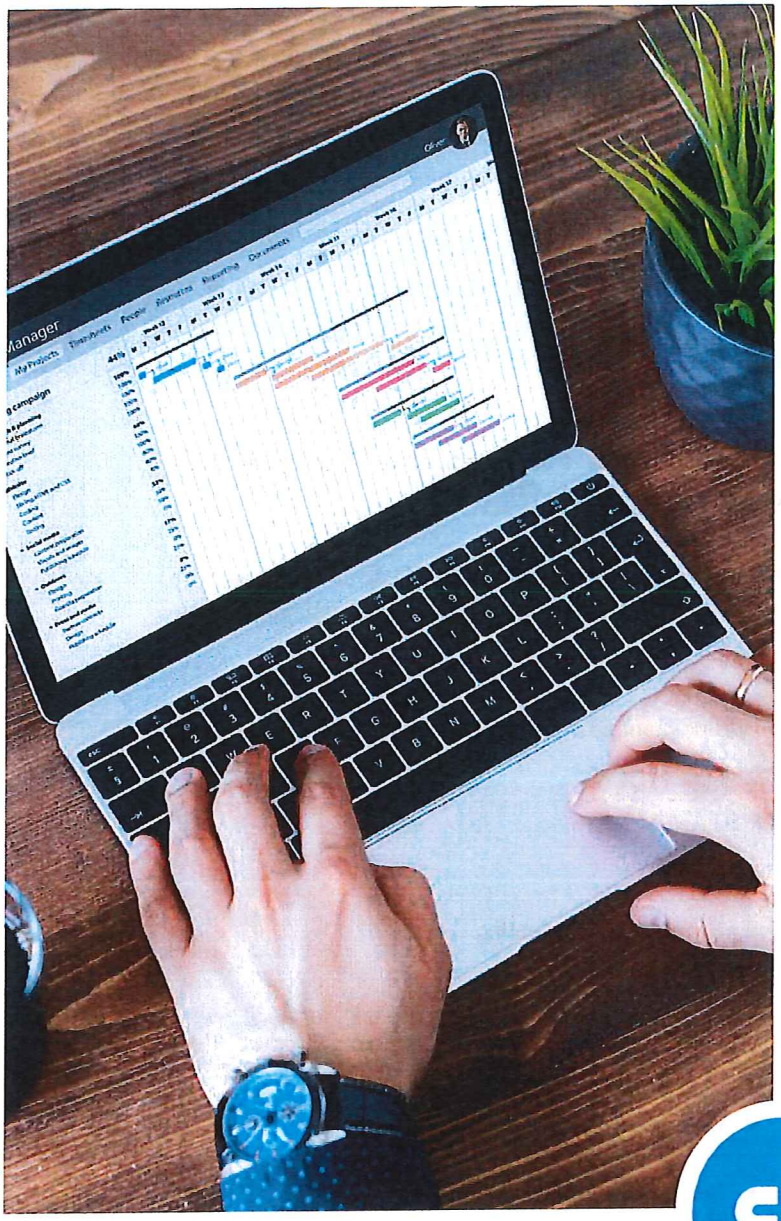
Design Process & Benefits

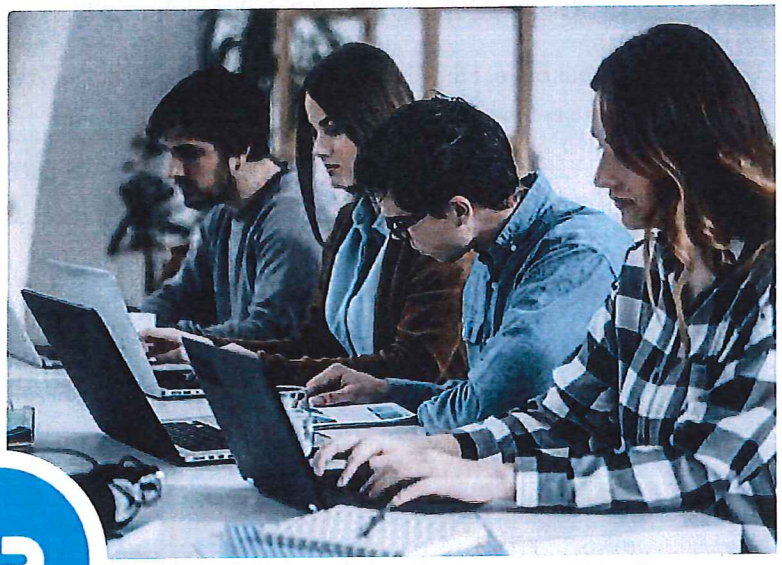
CivicPlus designers create distinct, visually appealing designs and user-centric experiences aimed at jump-starting civic pride while solving the old stigma that government websites are "hard to use and boring." CivicPlus designers solve these visual communication problems and help build a citizen-focused, interactive communication system. We blaze the creative trail to come up with visual styles to help encourage interaction. We will provide a well organized system to intuitively deliver content for community engagement.

CivicPlus develops visual communication strategies that meet the ever-changing needs of our clients and the communities they serve. Our creative approach to design strategy combines a working knowledge of creative and new media methods. We're always looking for better and more creative ways to push design forward, using all of the established tools of our industry as a launching pad to propel our designs into the stratosphere. As the habits of users change, we seek new ways of encouraging citizen interaction and engagement within each of our client's communities.

Flexible Layout Design

You will meet with your Art Director to discuss your website vision based on the goals and needs of your users. This process involves selecting the order, placement, and format of your homepage content from a library of over 1,200 vetted layout configurations aimed at achieving your usability goals. This layout wireframe will provide the structural blueprint for the visual design application.





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Implementation Plan

IMPLEMENTATION PLAN

Project Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

A typical project timeline ranges from 16 – 28 weeks. The County's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors.

Your project timeline, tasks, due dates, and communication will be managed and available in real-time via Mavenlink project management software.

PROJECT START

1 **Initiate**
TWO TO FOUR WEEKS
- Project Kickoff Meeting
- Planning & Scheduling

Analyze
FOUR TO SIX WEEKS
- Client Deliverable Submission
- Design Discovery Meeting
- Content Process Meeting

2

3 **Design & Configure**
SIX TO TEN WEEKS
- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

Optimize
ONE TO TWO WEEKS
- Website Finalization

4

5 **Educate**
ONE TO TWO WEEKS
- Training Engagement

Launch
TWO TO FOUR WEEKS
- Website Launch

6

GO LIVE

Implementation

Phase 1: Initiate

Project Kickoff

During this initial meeting, your Project Manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.

Planning & Scheduling

Your Project Manager will create a comprehensive project timeline based on the project scope and your specific needs.

Phase 2: Analyze

Client Deliverables

Prospect will be responsible for submitting deliverables as outlined.

Design Discovery Meeting

Your Project Manager and Art Director will meet with you to discuss design preferences and establish design structure from flexible layout options.

Content Process Meeting

Meet with your Project Manager and Web Content Specialist to detail our content development process.

Phase 3: Design & Configure

Design Concept Development

You'll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with your Project Team on any feedback and then final approval.

Content Development

Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, CivicEngage website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion

Prospect will receive a completed production website featuring your approved design combined with the finished content.

Phase 4: Optimize

Website Finalization

Both the CivicEngage project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production site, as well as ensure overall satisfaction with your website.

Phase 5: Educate

Training Engagement

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your Trainer will deliver virtual training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Phase 6: Launch

Website Launch

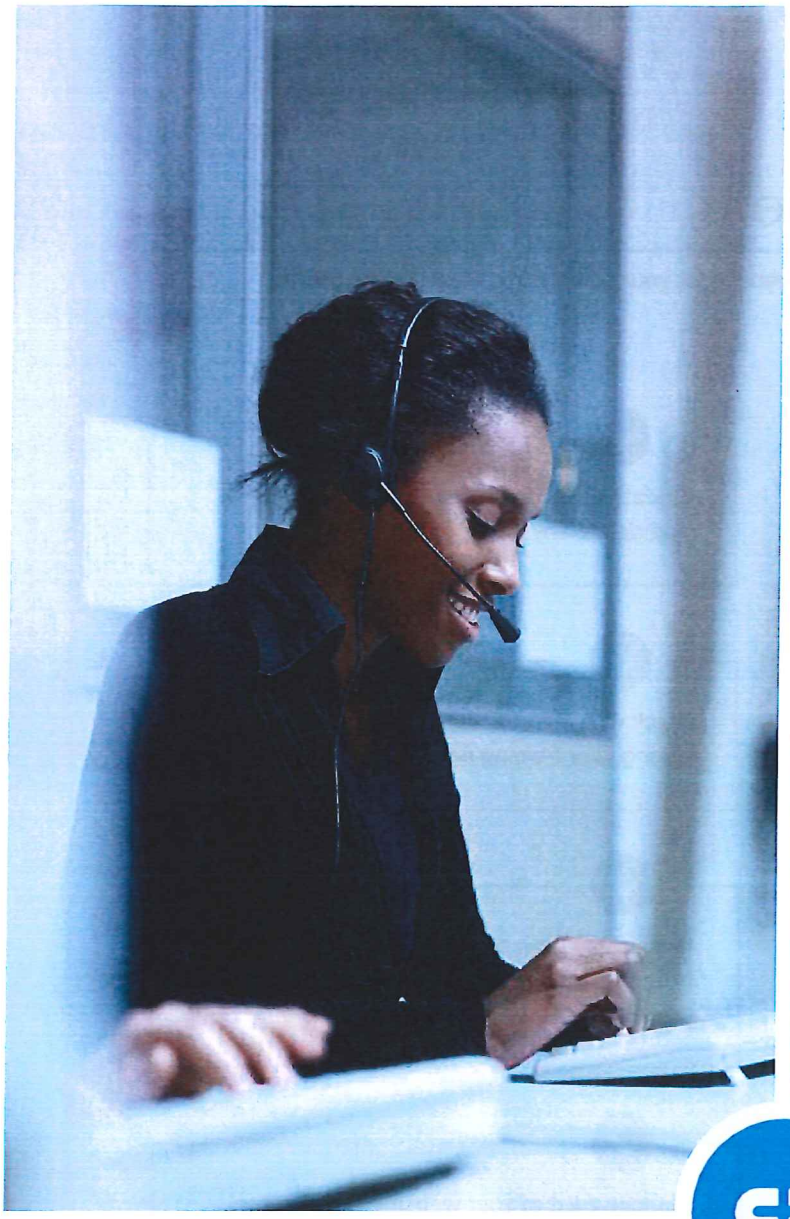
After final confirmation, your website will be made live and available to the public.

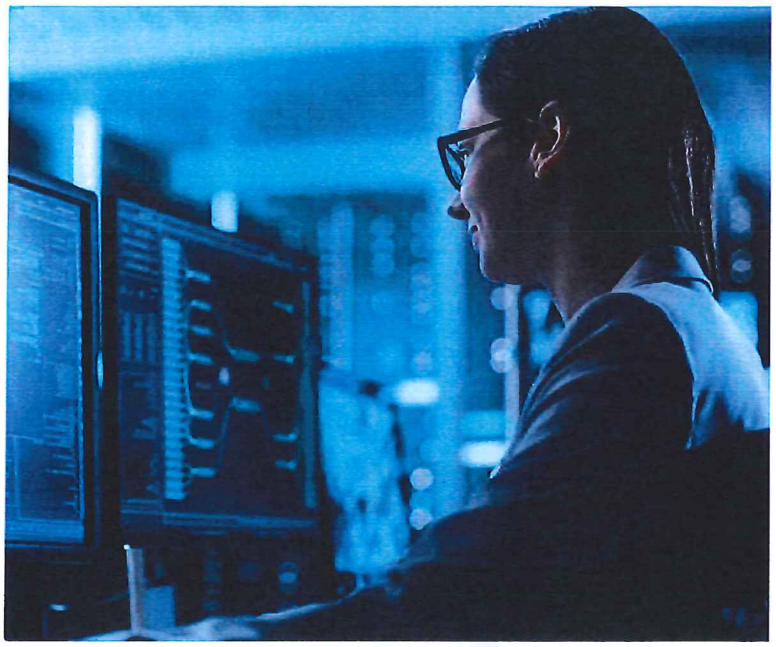
> This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless.
>
> **— Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

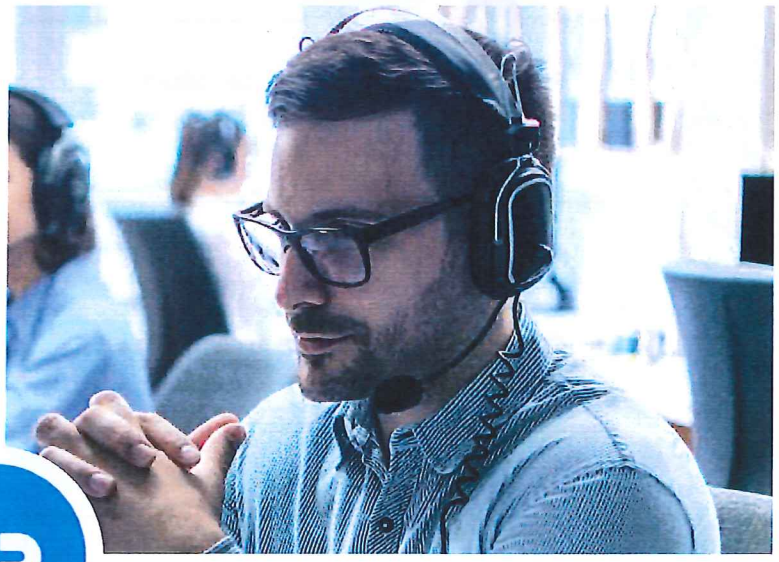
Beaufort County's Role

We will need your help to create the strongest possible website for your community. We will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Ongoing Services

ONGOING SERVICES

Technical Support & Services

Around-the-Clock Support Services

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence.

CivicPlus' support team is available 7:00 a.m. – 7:00 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your CivicEngage website.

CivicPlus Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Technical Support at a Glance

- Technical support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and live chat
- 4-hour response during normal hours
- 24/7 emergency support
- Dedicated Client Success Manager
- Online self-service help with the CivicPlus Help Center (www.civicplus.help)

Award-Winning

CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

Online Training

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated team of support specialists to ensure we are providing the information and resources you need to optimize your CivicEngage solution. In addition, the Help Center provides our release notes to keep your staff in the loop on upcoming enhancements and maintenance.

> It's your people that make you good at what you do. Every time I call my Client Success Manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I've always had very responsive experiences when I've reached out to CivicPlus. I've worked with some great customer service reps at CivicPlus, and it's that relationship that matters.
>
> **— Jean Carder, Communications Coordinator for Louisburg, Kansas**

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online brand community and the central hub of ideas, guidance, tips, advice, and more for our CivicEngage clients. It will focus on these two key ideas:

- **Connection** – Clients can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.
- **Direction** – Clients will have the opportunity to provide targeted input on the future direction of the CivicEngage roadmap and will be able submit ideas for improvements and enhancements.

Ongoing Support

We won't disappear after your website is launched. You'll be assigned a dedicated Client Success Manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your citizens.

Maintenance

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- OS patches

Upgrades & Enhancements

We set high standards for government websites with our services. With CivicPlus, your content management system will be upgraded to keep pace with industry improvements and your visitors' changing needs.

Every month, CivicPlus pushes new updates to your CMS and infrastructure.

Enhancements and patches are communicated via the user admin dashboard of your website and email. New releases are communicated in the same way along with a quarterly webinar explaining the changes.

ONGOING SERVICES

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our client sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

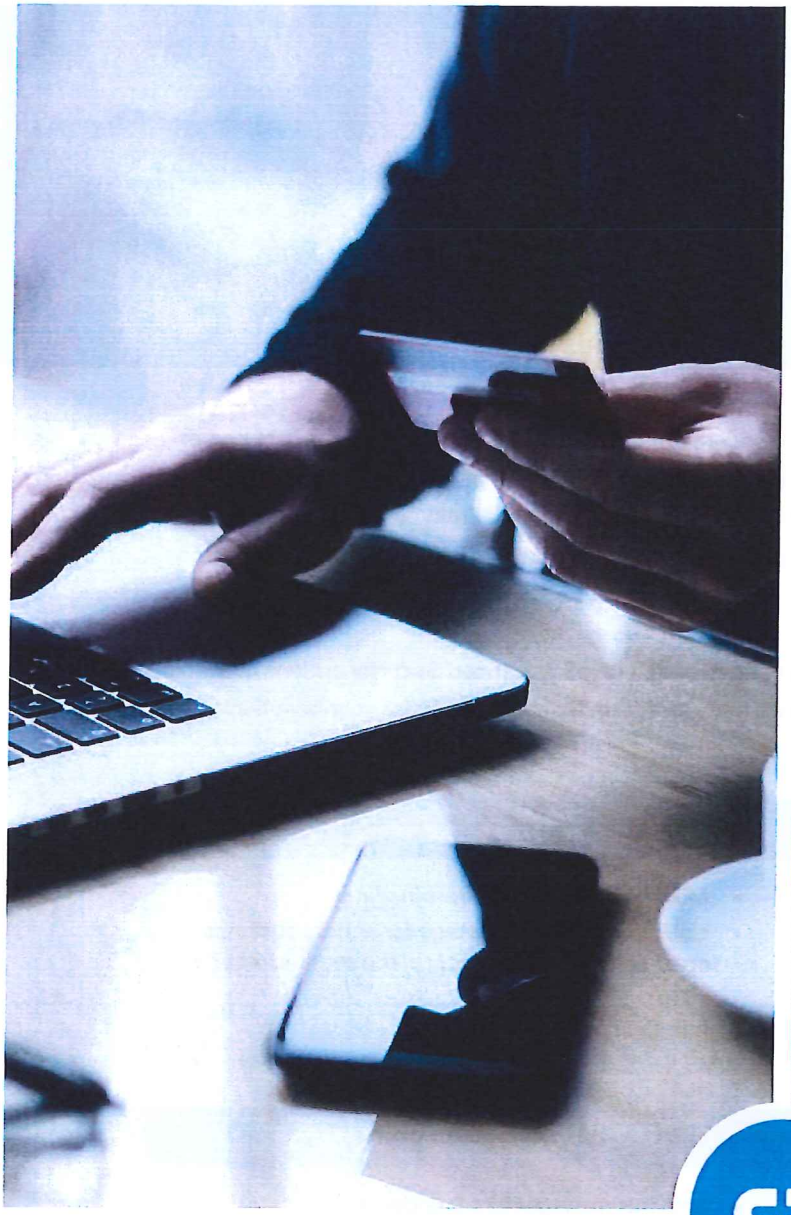
Data Center	Bandwidth
• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • Burst bandwidth – 22 Gb/s

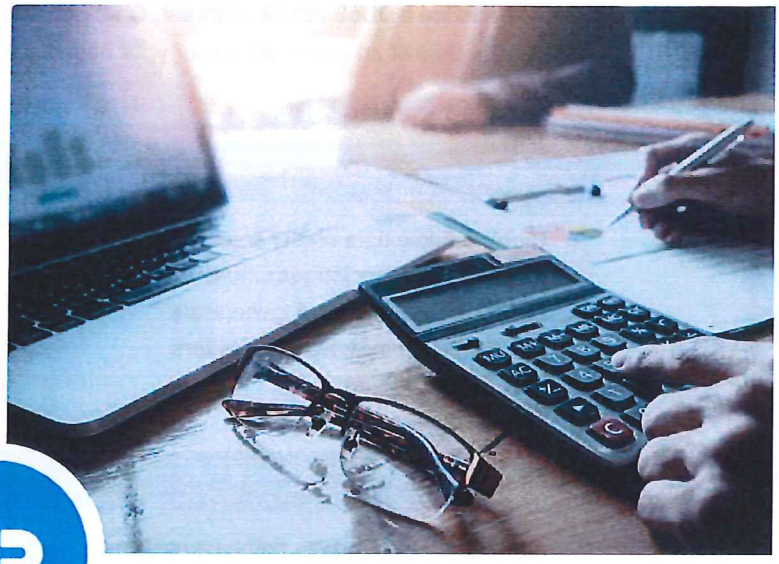
Hosting	
• Automated CivicEngage software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability

Disaster Recovery	
• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers

DDoS Mitigation	DDoS Advanced Security Coverage
• Defined DDoS Attack Process • Identify attack source and type • Monitor attack for threshold* engagement	Not Included. Additional coverage available at time of event. Additional fees will apply.

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack





RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Investment Proposal & Fees

Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 90 days from June 9, 2021.

Features & Functionality

- CivicEngage Central CMS tools, widgets, & features
- One SSL certificate
- DNS setup & hosting for URL co.beaufort.nc.us
- 100 GB of storage

Design & Content

- One website layout built using available flexible layout options
- One custom website design built using approved layout & up to one advanced design component
- 200 pages Content Development from URL co.beaufort.nc.us- based on best practices, we can talk about additional development if needed
- Up to 100 meetings worth of Agendas & Minutes PDF/DOC Migration

Professional Services

- Two days virtual training (limit eight attendees/ session)

Annual Recurring Services

- Hosting & Security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support & access to the CivicPlus Help Center
- Dedicated Client Success Manager

Year 1 Standard List Price	~~$37,631~~
Year 1 Total Discount	($3,358)
Total Year 1 Investment Includes development fees and Year 1 annual services	$30,273
Year 2 Annual Recurring Services Includes 5% technology uplift	$5,250

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in US dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

CivicPlus Offers:

Standard CivicEngage Central Invoicing

- 30% of Year 1 fees due at contract signing – remaining 70% due at project completion or at the six-month mark in the implementation process – whichever date is earlier
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a five percent technology fee uplift each year starting Year 2 of your contract

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Not available with all CivicPlus products – please contact your sales representatives for more details

CivicPlus Advantage Invoicing

- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract
- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

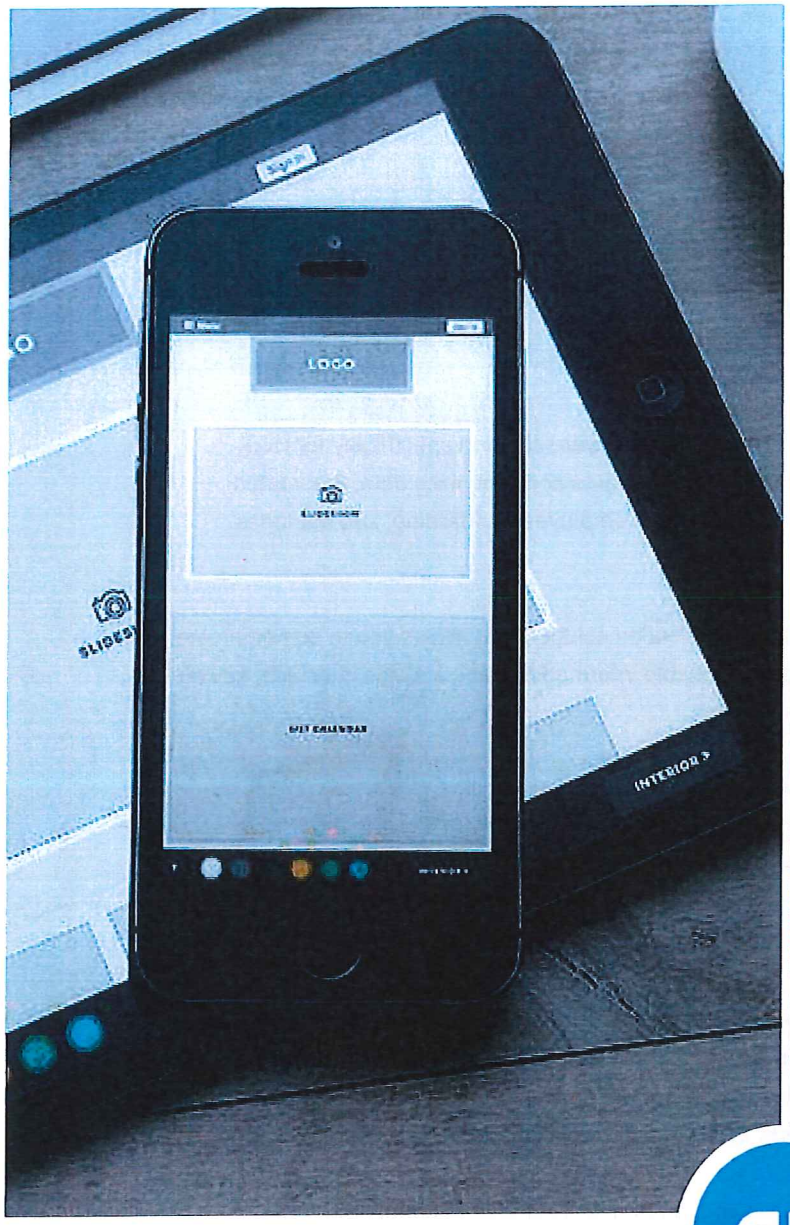
Payment Gateway Account

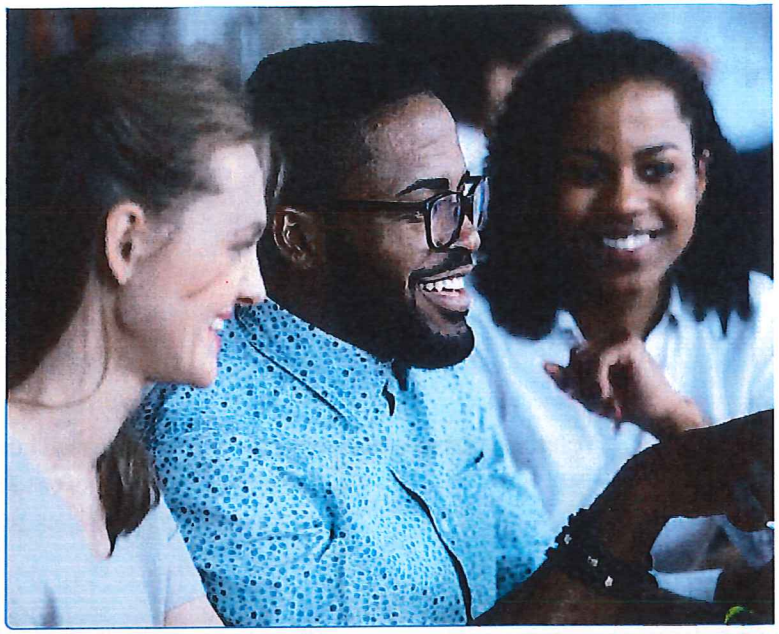
- Your chosen Payment Gateway will collect and disburse all credit card monies
- If selected, any of our partner Payment Gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate
- CivicPlus Pay integrates with several Payment Gateways to provide maximum flexibility to our clients' needs

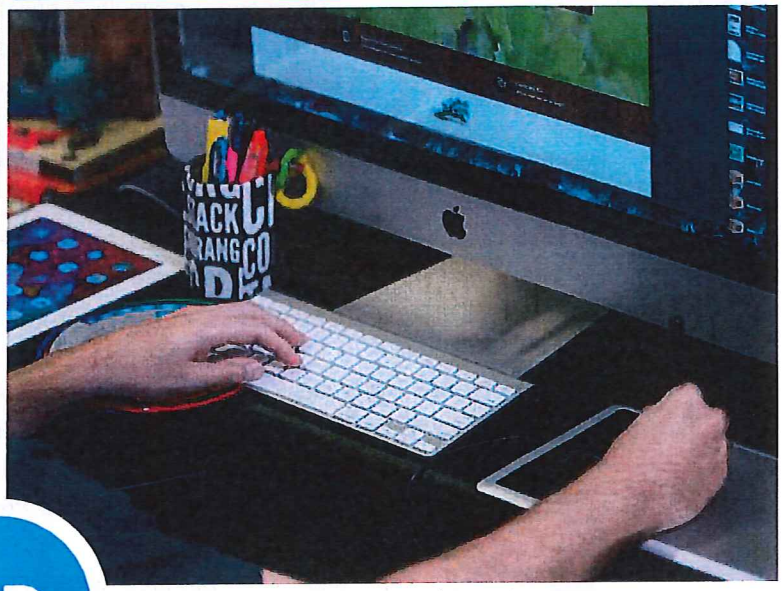
CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal (including all supporting, technical, or specification documents required for submittal with the current RFP) is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements as provided in the RFP before a final agreement is reached. We look forward to developing a mutually beneficial contract with the County.







RFP: # BC-FY21-001: WEBSITE DESIGN AND DEVELOPMENT

Additional Products Offered

ADDITIONAL PRODUCTS OFFERED

Products Offered by CivicPlus

CivicHR® is a cloud-based human resource software solution specifically for local government. Our cloud-based software integrates and organizes data, automates job postings, collects applications, simplifies employee onboarding, and manages performance.

CivicReady® is a multi-channel communication solution that allows you to communicate routine or emergency news to citizens within seconds with actionable information using a single interface, saving you time and amplifying your reach.

CivicRec® is the most powerful software solution available in the recreation industry. With an interface that is easy to use for both staff and citizens, and robust tools for managing activities, facilities, and point-of-sale, CivicRec offers integrated functionality to manage memberships, instructors, sports leagues, volunteers, and ticketing.

CivicClerk® is the fastest, most intuitive way to streamline the entire agenda management process— from creating agenda items to managing live meetings and creating post-meeting follow-up tasks. It provides time-saving automation, while allowing clerks to balance such convenience with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.

SeeClickFix powered by CivicPlus is your guaranteed solution to handle the communications, workflows, and data for every request from the moment they're opened to the moment they're closed. With SeeClickFix, you can handle request management, work management, and integrate your systems to streamline your processes and better serve your community.

CivicOptimize Productivity allows you to easily create efficiency-centric applications, including a scalable software suite of deployment-ready apps, forms, integrated systems, and the ability to integrate your favorite CivicPlus solutions.

NON-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Amy Vikander, being first duly sworn deposes and says that:

1. He/she is the Vice President (title) of CivicPlus, LLC (company name);
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, Beaufort County agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, Beaufort County, employees, or parties, in interest, including this affiant.

Amy Vikander (SEAL)

VP of Client Services (TITLE)

Subscribed and sworn to before me,
this the 21 day of May, 2021.

Notary Public Hannah Norsworthy

County of Riley, KS, ~~NC~~

My Commission expires 1/13/2025

HANNAH NORSWORTHY
Notary Public, State of Kansas
My Appointment Expires
1/13/2025

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Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker

BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

Addendum No. 1

Issue Date May 27, 2021
RFP BC-FY21-001 Website Design & Development

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

Questions regarding RFP BC-FY21-001

1) p.3, secure data center. We assume hosting (and support) must occur within the United States. Please confirm.
Yes, hosting within the United States

2) p. 7, Submittal requirements. We assume the County will accept either email or hardcopy submission, at the bidder's option. Please confirm or clarify.
Yes. The RFP states one emailed copy and one hardcopy

3) p. 9, Non-Collusion Affidavit. We assume the Non-Collusion Affidavit must be submitted with the proposal. Please confirm or clarify.
Yes, Non-Collusion Affidavit to be submitted with the proposal

4) Does the county require SEO services to be incorporated?
SEO was not a requirement, but you can certainly show it in your proposal.

5) Has a budget been established for this project, and if so, can it be shared?
No budget has been established.

6) p. 4, online job postings and applications. Applicants will be entering personal information via the website. We assume that access to this personal data is restricted to County employees based on their role in the hiring process. Please confirm.
Yes, this type of personal information will be restricted.

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BEAUFORT COUNTY
NORTH CAROLINA

7) p. 4, online payments. We assume the actual payment will occur via a third-party payment processor. Please confirm or clarify.
Yes, that is done by a 3rd party processor.

8) What is the average number of monthly page views on the website?
In 2020 it was reported that there were approximately 256,000 unique visitors and 557,000 total number of visits.

9) How often do you expect content to be added or edited?
Sometimes daily. Weekly and monthly.

10) What other channels besides the web used to engage with users? (Ex. email, SMS, etc.)
Email, Vimeo, YouTube, Facebook

11) Is the County expecting a separate mobile app to be built or just a responsive design would suffice ?
Responsive design that would mimic the County website should suffice.

12) Please let us know the different types of users in the system.
Currently there are 4 system admins and approx. 5-6 CMS editors. Ideally, each department would have the capability to do so, if desired

13) Is there an Active Directory/LDAP server available with the County or should the vendor plan for the set up?
Due to the County being on multiple domains, the vendor should plan for setting up access.

14) Can you let us know the different integrations that are anticipated other than the payment gateway?
Integrations with social media (Facebook, YouTube, Vimeo, etc.)

15) In the RFP, the County mentions 'Intranet/Extranet - Restrict pages by login.' Specifically, what types of content/pages is the County hoping to require logins for?
Each dept to have the ability to have their own pages. For example: Each dept follows the County Policy but may have the need for the agency's policy. They may want to upload specific onboarding. Possibly a newsletter for the agency; shouldn't be too extravagant

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NORTH CAROLINA

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RECEIPT OF ADDENDUM ACKNOWLEDGEMENT
ADDENDUM NO. 1

For RFP BC-FY21-001 Website Design and Development

Please acknowledge receipt of the above ADDENDUM issued by Beaufort County in Washington NC, by signature and recording the date of receipt below.

Bidder: CivicPlus, LLC

Authorized Signatory: _____ Date: May 27, 2021

NOTE: This form may be emailed to Hollie Jones at hollie.jones@co.beaufort.nc.us .

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: James Madson, Health Director

Agenda Title: Covid-19 Update

Summary of Information: A Health Department representative will give an update on the Covid-19 response/status.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Deloris Creasman, Human Resource Director

Agenda Title: Request New Classification to Salary Plan – Assistant Communications Manager

Summary of Information: During the MAPS Classification & Pay Study in 2017, Beaufort County positions were analyzed, and employees completed MAPS questionnaires to describe their current job duties. Some positions changed substantially from 2017 until the January 2021 implementation. Position #432520 in Communications was classified as a Telecommunicator Shift Supervisor by the MAPS Group in 2017. The position, which is now vacant, has developed and serves as the second in command of Communications. This position assists the 911 Communications Manager with duties and in the Manager's absence, takes on the responsibility of Manager.

This request is to add that classification to the Beaufort County 2021-2022 Salary Plan at a salary grade 70, in order that Position #432520, currently classified as a Telecommunications Shift Supervisor, may be reallocated to an appropriate classification which reflects the job duties of the position. The 911 Communications Manager was determined to be a salary grade 72 by the MAPs Group.

Submitter Recommendations/Motions: Recommend approval to add the classification of Assistant Communications Manager at a salary grade 70 in the 2021-2022 Beaufort County Salary Plan in order to have this position appropriately classified.

BEAUFORT COUNTY JOB DESCRIPTION

JOB TITLE: ASSISTANT 911 COMMUNICATIONS MANAGER
BEAUFORT COUNTY SHERIFF'S OFFICE

GENERAL STATEMENT OF JOB

Under limited supervision, performs responsible supervisory and administrative work in coordinating and directing the Communications Division. Work involves assisting with developing, coordinating, and supervising emergency communications activities and personnel; recommends acquisition and use of communications equipment; and coordinating preparation of plans for communications in response to natural and manmade disasters. Employee is also assists with administrative functions of the Division, including personnel administration, budget preparation and expenditure approval, purchase of supplies, etc. Work also involves administering routine personnel matters, including instructing, assisting, training, and advising Division personnel, reviewing performance, and recommending personnel actions. Employee is on-call after regular work hours on a rotating basis to respond to emergency situations. Reports to the 911 Communication Manager.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Assist Manager to oversee, plans, designs, to develop and execute a comprehensive emergency communications program, including new or modified radio and telephone emergency communications systems to receive and transmit messages for emergency response personnel, ensuring adherence to applicable laws, rules regulations, policies, and procedures; recommends changes and implements policies and standard operating procedures for Division; participates in operation of equipment, as needed. Responsible for the professional operation of County's sole public safety answering point 24 hours a day, seven days a week. Includes emergency 9-1-1 response dispatching of all resources, volunteer and municipal fire departments, contract and municipal emergency medical service squads, Quick Response Vehicle(s), and (includes transfer of law enforcement calls to County-wide law enforcement departments and municipal law enforcement departments).

Assists with and/or assigns, trains, directs, schedules, and supervises activities of subordinate Telecommunicators and supervisory personnel, ensuring adherence to established laws, policies, procedures, and standards; assists and advises subordinates, as necessary, resolving problems as non-routine situation arise.

Assists with and/or assumes command and directs all communications activity during major incidents, as required.

Administers routine personnel matters affecting subordinates, including interviewing applicants, hiring, promoting, disciplining, evaluating, terminating, etc., preparing and submitting various reports and records as required. Approves employee time sheets, and grants compensatory, sick or vacation leave.

Reviews availability of emergency communications equipment and computer hardware and software;

evaluates equipment needs and makes recommendations to Sheriff for equipment acquisitions and upgrades; ensures proper installation of new equipment; maintains inventory and oversees maintenance of assigned County-owned communications equipment. Supervises and coordinates operations of County 911 emergency lines, emergency dispatch, and emergency communication systems; advises and consults with emergency response personnel and officials and other governmental agencies in operational matters; ensures compliance with applicable FCC codes and regulations; assigns user codes for communications and associated computer systems; oversees maintenance of systems.

Prepares and submits various reports as required by local, state, and federal governments; oversees filing and maintenance of reports, records, and other documents as required by federal, state, and local laws and regulations.

ADDITIONAL JOB FUNCTIONS

Represents Sheriff's Office on various committees, panels, commissions, etc., attending meetings and providing input based on expertise and observations, as appropriate; advises other counties in development of 911 programs.

Makes oral presentations to school, church, civic and business organizations, as appropriate, on topics pertaining to departmental communications.

Performs related duties as required.

MINIMUM TRAINING AND EXPERIENCE

The individual will have a minimum of 5 years increasingly responsible professional experience in an Emergency Communications Center at a supervisor level role or above. A bachelor's degree is highly preferred. NC 911 Management Certification or ability complete within a reasonable period; any equivalent combination of training and experience which provides the required knowledge, skills, and abilities. Possession of a valid North Carolina Driver License.

SPECIAL REQUIREMENTS

Emergency Medical Dispatch certification/re-certification as required by the National Academy of Emergency Medical Dispatch.

Emergency Telecommunicator Dispatch certification/re-certification as required by the National Academy of Emergency Dispatch.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, printers, loggers, facsimile machines, radio-telephone consoles, hand tools, etc. Must be able to exert up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those

for Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar or divergent from obvious standards) of data, people, or things.

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Includes giving instructions, assignments, or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of reports, correspondence, logs, personnel records, invoices, manuals, schematics, handbooks, trade publications, statutes, minutes, etc. Requires the ability to prepare correspondence, technical and narrative reports, forms, flow charts, diagrams, purchase orders, personnel forms, etc., using prescribed formats. Requires the ability to speak to groups of people with poise, voice control and confidence.

Intelligence: Requires the ability to apply rational systems to solve problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral diagrammatic or schedule form. Must have a proven track record in 911 Center management and be adept at understanding and applying technological solutions to problems.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including medical and engineering technology and emergency response codes.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; to multiply and divide; to calculate decimals and percentages; to interpret graphs; to perform calculations involving variables, formulas, square roots, and polynomials.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width, and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using office and communications equipment.

Manual Dexterity: Requires the ability to handle a variety of office equipment, communications equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress, and in emergency situations.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via

telephone and two-way radio.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the practices, procedures, standards, and regulations regarding emergency communications coordination at the local government level.

Thorough knowledge of rules, regulations of the Federal Communications Commission.

Thorough knowledge of the operation of a wide variety of communications equipment.

Through knowledge of the NC 911 Board and its list of approved expenditures for "special revenue" monies.

Ability to exercise sound judgement and remain calm under the stress of emergency situations.

Performs routine updates and maintenance of the CAD, E911 telephone system, and the digital voice logging system, performing necessary updates and backups when needed.

Thorough knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state, and local laws, rules, and regulations.

Thorough knowledge of the operation, licensing, and maintenance of two-way radio communication systems.

Considerable knowledge of the geographical layout of the County and all political subdivisions.

Considerable knowledge of the locations and capabilities of available law enforcement, fire, rescue, and emergency medical units.

Considerable knowledge of Fire and EMS operational practices.

Considerable knowledge of the current literature, trends, and developments in the field of emergency communications planning and management.

Considerable knowledge of the principles of supervision, organization, and administration.

Ability to use common office machines, including popular computer-driven database and file maintenance programs.

Ability to deal effectively with fire and rescue department personnel, volunteers, public officials, law enforcement agencies and the general public in a friendly, professional manner.

Ability to react promptly and effectively in a disaster situation. Responds to emergency response calls, providing instructions on firefighting or handling of hazardous materials response work, etc.

Ability to plan and coordinate efficient and effective emergency communications activities during natural and man-made disasters.

Ability to supervise the work of subordinate personnel.

Ability to maintain moderately complex records and to prepare and submit reports.

Ability to effectively express ideas orally and in writing.

Ability to exercise tact, courtesy, and firmness in frequent contact with representatives of governmental agencies, civic groups, and the general public.

Ability to establish and maintain effective working relationships as necessitated by work assignments.

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Topic: Item for Decision

Presenter: Lloyd Salter, Tax Assessor

Agenda Title: Tentative Board of E&R Dates

Summary of Information: Future dates needed for Personal Property & Discovery Appeals in accordance with North Carolina General Statute 105-317.1 (c). An owner may appeal value, situs, or taxability within 30 days of the date of notice. If no prior notice was sent, the bill serves as the notice of value.

It is recommended that two dates be approved. Suggested dates are:

Tuesday, November 9, 2021
Wednesday, November 10, 2021

Or

Tuesday, November 16, 2021
Wednesday, November 17, 2021
Thursday, November 18, 2021

Submitter Recommendations/Motions: Staff recommends approving two days for Equalization and Review Board meetings.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Chris Newkirk, Deputy Director, Emergency Services

Agenda Title: Volunteer Fire Department Loss Revenue - American Rescue plan Funding

Summary of Information: The Beaufort County Board of Commissioner's requested staff to evaluate how Covid – 19 affected volunteer fire department funding. Staff chose a method of comparing complete funding from calendar year 2019 (non-effected year) and 2020 (Covid effected year) to evaluate if funding was reduced during 2020.

The attached spreadsheet displays fire departments which submitted documentation and requested review. Covid – 19 has affected fire departments mostly through donations and fundraising.

In addition, some departments have expressed that income losses are continuing in 2021. Staff recommends discussion from the board if ongoing evaluation of fire department losses are needed.

Submitter Recommendations/Motions: Direct staff on how the Board would like to proceed or if further information is required.

Attachments:

Department/Year	Donations	Fundraisers	Grants	Taxes	Other	Total/Difference
Blounts Creek Fire Dept.						
2019	$ 2,630.00	$ 8,941.95	$ -	$ 100,077.10	$ 54,991.33	$ 166,640.38
2020	$ 4,114.98	$ 26,060.95	$ -	$ 104,762.34	$ 56,255.71	$ 191,193.98
Difference Yr/Yr	$ 1,484.98	$ 17,119.00	$ -	$ 4,685.24	$ 1,264.38	$ 24,553.60
Bunyan Fire Dept.						
2019	$ 2,771.29	$ 1,768.00	$ -	$ 320,145.12	$ 17,135.95	$ 341,820.36
2020	$ 2,680.00	$ -	$ -	$ 326,429.31	$ 13,840.21	$ 342,949.52
Difference Yr/Yr	$ (91.29)	$ (1,768.00)	$ -	$ 6,284.19	$ (3,295.74)	$ 1,129.16
Old Ford Fire Dept.						
2019	$ 12,300.00	$ 77,220.66	$ 10,772.43	$ 71,224.67	$ 72,674.98	$ 244,192.74
2020	$ 11,250.00	$ 57,054.75	$ 32,541.31	$ 73,745.00	$ 307,543.12	$ 482,134.18
Difference Yr/Yr	$ (1,050.00)	$ (20,165.91)	$ 21,768.88	$ 2,520.33	$ 234,868.14	$ 237,941.44
Pamlico Beach Fire Dept. & Rescue						
2019	$ 14,125.00	$ 375.00	$ -	$ 62,000.00	$ 920.94	$ 77,420.94
2020	$ 8,470.00	$ 427.83	$ -	$ 62,959.72	$ 1,476.16	$ 73,333.71
Difference Yr/Yr	$ (5,655.00)	$ 52.83	$ -	$ 959.72	$ 555.22	$ (4,087.23)
Pinetown Fire Dept.						
2019	$ -	$ 46,332.00	$ 30,000.00	$ 86,871.00	$ -	$ 163,203.00
2020	$ -	$ -	$ 19,014.00	$ 91,306.00	$ -	$ 110,320.00
Difference Yr/Yr	$ -	$ (46,332.00)	$ (10,986.00)	$ 4,435.00	$ -	$ (52,883.00)
Pungo River Fire Dept.						
2019	$ 1,818.00	$ 11,997.00	$ 12,677.17	$ 50,118.50	$ 3,678.93	$ 80,289.60
2020	$ 4,139.00	$ 8,846.00	$ 17,766.26	$ 51,145.08	$ 3.60	$ 81,899.94
Difference Yr/Yr	$ 2,321.00	$ (3,151.00)	$ 5,089.09	$ 1,026.58	$ (3,675.33)	$ 1,610.34
Sidney Fire Dept.						
2019	$ 1,615.00	$ 19,154.58	$ 48,754.77	$ 76,434.23	$ 1,545.95	$ 147,504.53
2020	$ 1,145.00	$ 283.80	$ 23,246.70	$ 79,185.61	$ 611.00	$ 104,472.11
Difference Yr/Yr	$ (470.00)	$ (18,870.78)	$ (25,508.07)	$ 2,751.38	$ (934.95)	$ (43,032.42)

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Chris Newkirk, Deputy Director, Emergency Management

Agenda Title: Contract Renewal for General Mitigation Support, Maintenance, and Application

Summary of Information: Over the last two years Beaufort County has contracted with the Mid East Commission to aid with Beaufort County's mitigation projects. This work has included submitting 82 potential projects from Hurricane Florence and continual assistance with previous awarded mitigation projects.

From this work, Beaufort County has received preliminary information that we will be awarded 36 elevation projects, 1 commercial relocation project, and 18 acquisitions from Florence alone. In addition, 8 properties which were submitted for FMA 2020 are up for FEMA review and notice of funding for FMA 2021 has just been released with a potential 20 to 30 more submissions for elevation projects.

In short, this contract is a 4-year contract with an annual cost $20,000 a year for service including general mitigation support, maintenance, and application for mitigation projects. A detailed description of Mid East's Scope of Work and Contract are attached.

Submitter Recommendations/Motions: Staff recommends approving Mid-East's contract for Mitigation Support, Maintenance, and Application work.

Attachments:

MID-EAST COMMISSION
Contract for General
Mitigation Support, Maintenance, and Application
Services Beaufort County
07/01/2021 - 07/01/2024

THIS AGREEMENT, made the __1st_____day of _____July_____ 2021 by and between Mid-East Commission, hereinafter called the "Commission", and the Beaufort County Board of Commissioners, hereinafter call "Beaufort County".

WITNESSETH

WHEREAS, the Commission operates to provide hazard mitigation support including North Carolina's Department of Public Safety's State Centric Mitigation Support Plan and

WHEREAS, Beaufort County, has requested the assistance of the Commission.

NOW, THEREFORE, the Commission and Beaufort County mutually agree as follow:

1. **Employment and Scope of Services:** Beaufort County hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the services as described in the detailed Scope of Services set forth in Exhibit A, attached hereto, and by this reference made a part hereof.
2. **Length of Contract:** The work of the Commission shall commence on or after the first day of July 2021, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract; but in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract shall expire on the first day of July 2024.
3. **Assignability:** The Commission shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of Beaufort County, unless specifically contained in the Scope of Services.
4. **Compensation and Method of Payment:** Beaufort County will pay the Commission for the services provided in Exhibit A an annual rate of $20,000. The Commission will issue quarterly invoice to Beaufort County as warranted. Beaufort County will issue a check to the Commission upon receipt for the agreed upon services as set forth in Exhibit A.
5. **Termination of Contract for Cause** Each party shall have the right to terminate this Contract by giving written notice of such termination forty-five (45) days before such effective date. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.
6. **Changes:** Beaufort County may from time to time request changes in the Scope of Services to be performed by the Commission hereunder. Such changes which are mutually agreed upon by and between Beaufort County and the Commission, shall be incorporated as written amendments to the Contract.
7. **Records:** The Commission shall maintain financial records pertaining to this Contract for three (3) years after final settlement of the Contract or until cleared by audit.
8. **Access to Records:** The Commission shall have access to all pertinent records of Beaufort County to assist the Commission staff in providing the services set forth in Exhibit A. If requested, Beaufort County shall have access to all pertinent records held by the Commission in providing the services set forth in Exhibit A.
9. **Interest of Contractor:** The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed under this Contract. The Commission further covenants that in the performance of this Contract no person having any such interest shall knowingly be employed.

10. **Findings Confidential:** Any reports, information, date, etc., given to or prepared or assembled by the Commission under this Contract which requests to be kept confidential shall not be made available to any individual or organization other than Beaufort County.
11. **Complete Agreement:** This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.
12. **Applicable Laws:** The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina.

By_____
Bryant Buck, Executive Director
Mid-East Commission
Date_____

Attest_____

By_____
Frankie Waters, Chairman
Beaufort County Board of Commissioners

Date_____

Attest_____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signed_____Date_____
Anita Radcliffe, Finance Director
Beaufort County

EXHIBIT A

SCOPE OF SERVICES
General Mitigation Support, Maintenance, and Application Services Beaufort County
07/01/2021 - 07/01/2024

For the consideration of the applicable annual billable fee, the Mid-East Commission will make available to Beaufort County general mitigation, support, maintenance and application services including, but not limited to:

- Initiate county wide educational outreach programs to educate the general public on flood risk, the National Flood Insurance Program (NFIP), repetitive loss, and mitigation opportunities.
- Conduct individual property owner interviews to complete property site inventory applications, Gather and verify all supporting documentation. Create property files.
- Maintain all property files in a searchable data base to be used for vetting eligible properties when building applications.
- Receive and respond to all property owner calls and correspondence.
- Review Notifications of Funding Opportunities (NOFA) and notify Beaufort County of available HMGP/PDM/FMA funding opportunities and types of assistance authorized and areas eligible to receive assistance.
- Prepare and electronically submit Letters of Interest (LOI) and all supporting documentation for funding of all available funding opportunities.
- Collaborate with North Carolina Emergency Management Hazard Mitigation to build and submit all eligible projects.
- Support North Carolina Emergency Management Hazard Mitigation through the FEMA review process of all submitted projects.
- Receive, review and circulate for approval all grant awards.
- Communicate with Beaufort County's Emergency Services Director, Emergency Manager and County Manager any projects in development, projects moving forward to FEMA, projects awarded and any and all necessary information to keep them informed of mitigation activities in Beaufort County.
- Attend all mandatory NCEMHM, FEMA, NFIP, and related workshops, trainings, forums

NOTE Extraordinary Postage & Copying:
Postage and copying for mass mailings and/or public outreach events will be charged by Mid-East Commission on a cost basis.

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Carnie Hedgepeth Director, Emergency Services

Agenda Title: Receipt of Bath Community EMS Building

Summary of Information: Beaufort County Emergency Services has been working with Bath Community EMS Inc. over the last two years to transfer the ownership of the Bath Community EMS Building to Beaufort County for the purpose of providing EMS services to the surrounding community. Bath Community EMS has entered the process dissolution, and in such has agreed to transfer the ownership of the Bath Community EMS building to Beaufort County.

Emergency Services staff have managed the upfit of the Bath Community Building to be used for this purpose. Funds for the upfit were granted to Beaufort County by Bath Community EMS and have all been utilized accordingly.

The Bath Community EMS building offers Beaufort County a strategic location for housing EMS 6, which covers the Bath, Bayview, Pamlico Beach area. Medic 3 (QRV) will remain housed in Bath at the town Building.

Submitter Recommendations/Motions: Accept receipt of the Bath Community EMS property as described in the attached deed.

Attachments:

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PREPARED BY:
David C. Francisco
Attorney at Law
117 West 3rd Street
Washington, NC 27889
Telephone: (252) 833-0591
(No title search performed)

REID NO. 19020
Revenue Stamps: 0

NORTH CAROLINA
BEAUFORT COUNTY

THIS DEED, is made this ____ day of _____, 2021, by **BATH COMMUNITY RESCUE SQUAD, INC., GRANTOR,** having an address of Post Office Box 176, Bath North Carolina 27808 to **BEAUFORT COUNTY, a body politic and corporate,** of 121 West 3rd Street, Washington, North Carolina 27889, Grantee,

W I T N E S S E T H:

That Grantor, for good and valuable consideration to it from the Grantee, the receipt whereof is acknowledged, has given, granted and does hereby convey unto the Grantee its successors and assigns, that certain tract of land lying and being in Bath Township, Beaufort County, North Carolina, and more particularly described as follows:

BEGINNING at an iron pipe set in the Northerly edge of the right of way of N.C. Highway 99, said point of beginning being the Southwesternmost corner of that property conveyed to C. A. White in Deed Book 225, Page 558, Beaufort County Registry, and thence from said point of beginning and along the Northerly edge of the right of way of N.C. Highway 99, South 59 degrees 37 minutes 0 seconds West 200 feet to an iron pipe set in the Northerly edge of the right of way of N.C. Highway 99; thence North 18 degrees 44 minutes 18 seconds West 204.20 feet to an iron pipe; thence North 59 degrees 37 minutes 0 seconds East 200 feet to an iron pipe set in the centerline of a ditch; thence along said centerline of said ditch, South 18 degrees 44 minutes 18 seconds East 204.20 feet to an iron pipe set in the centerline of said ditch, the point of beginning, and being 40,000 square feet as the same is shown on that map or survey entitled "Property of Bath Community Rescue Squad, Inc." dated November 26, 1992, prepared by Jarvis Associates, P.A., Land Surveyors, attached to that deed recorded in Book 971, Page 8. Reference is also made to deed in Book 442, Page 36, Beaufort County Registry.

Also conveyed herewith to the Grantee the right of ingress, egress and regress over and upon that 21 foot joint-use driveway as shown on the abovesaid survey.

This is the same property utilized by Grantor for its community rescue squad and which has been leased by Grantee from Grantor for EMS purposes.

Grantor covenants with Grantee that it is seized in fee of the property and that it has the right to convey this fee simple subject to executory interest contained herein, that it is free and clear of all liens and encumbrances, except 2021 and subsequent ad valorem taxes.

The Grantee shall hold this property in fee simple subject to executory interest so long as the property described herein is used to directly support the provision of emergency medical or other first responder services, and upon the cessation of such use, for a consecutive period of six (6) months, the Grantee shall be automatically divested of all title to the property and title shall immediate vest in Bath Volunteer Fire Department, Inc., or its successor charitable or governmental successor, heirs or assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal, this the day and year first above written.

BATH COMMUNITY RESCUE SQUAD, INC.

By: _____
President, Jay Morgan

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I _____, a notary Public in and tor the County and State aforesaid, do certify that _____, personally appeared before me on this day and acknowledged that he/she is President of Bath Community Rescue Squad, Inc. and that by authority duly given, the foregoing instrument was signed in its name by the President, sealed with its official seal.

Witness my hand and notarial seal, this _____ day of _____, 2021.

_____

Notary Public

My Commission Expires: _____

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Christina Smith, Public Works Director

Agenda Title: Potential ARPA Public Works Projects

Summary of Information: The following projects have been identified and prioritized by staff as potential uses of American Recovery Act funds.

		Estimated Cost
1.	SCADA System Replacement	$700,000
2.	Repair Directional Drill on Hwy 99	$285,000
3.	Elevated Storage Tank Mixers (4 @ $28,000 each)	$112,000
4.	Create Loop – 8,000 LF 6-inch Carrow Road/Barr Road	$1,775,000
5.	Create Loop – 7,000 LF 6-inch Pollard Road/Cayton Road	$1,545,000
6.	Upgrades to Existing System: Various residential areas are fed with small lines and do not have flushing structures	$250,000
7.	Issues at various railroad crossings	$75,000
8.	Elevated Storage Tank Mixers (7@$28,000 each)	$196,000
9.	Previously Designed Water Line Extensions: Rowe Ave, Swan Pointe Mobile Home, Summer Ise Lane, Morning Glory Lane, Strawhorn Point	xxx
10.	New Water Line Extensions: Windsong II, Windsong III, Friedman Dr., Credle Dr., Mordecai Ln., Ashton Dr., Topping Rd., Lovick ln, Sam Graddy Rd.	xxx

Submitter Recommendations/Motions: N/A

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director

Agenda Title: NCDOT Project - Betterment Opportunity

Summary of Information: NCDOT Project R-2511 involves the widening of US Hwy 17 from north of NC Hwy 171 to existing multi-lanes south of Williamston, which would require the relocation of existing Beaufort County waterlines. NCDOT includes in the cost of the project the relocation of existing waterlines in kind. However, Beaufort Water has requested that NCDOT upsize approximately 2,400 LF of line from 3-inch to 6-inch to allow a future inner-connection with Martin County Water. Beaufort County would only be responsible for the increase in cost for the betterment.

At this time, the estimated cost to Beaufort County is $148,710 including engineering cost. The project is scheduled to be let in December, at which time the values may be revised.

Funds will be allocated from Water Fund Balance.

Submitter Recommendations/Motions: Approve the attached Utility Construction Agreement with NCDOT and attached budget amendment.

Attachments:

NORTH CAROLINA

BEAUFORT COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 8/31/2021

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Project: R-2511

AND

WBS Elements: 35494.3.1

BEAUFORT COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Beaufort County, hereinafter referred to as the "County."

W I T N E S S E T H:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-2511, in Beaufort County, said plans consist of grading, paving and drainage along US 64 from South of Williamston city limits to North of NC 171; Beaufort County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

PRELIMINARY ENGINEERING

1. The Department shall use its utility limited service agreement for Project R-2511, Beaufort County.

2. The County shall be responsible for the costs of the Preliminary Engineering Design. The actual cost to the County is $1,600.00 as shown on the attached cost estimate, Exhibit "B". It is understood by both the Department and the County that this is a final cost unless the County requests additional work not covered under this Agreement, or plan review by the Department

and/or County does not properly identify all existing conflicts or Department revises highway plans before or during construction. Under this agreement, the County reserves the right to re-engineer plans due to the Department's plan revisions.

3. Upon the satisfactory completion of the utility construction plans covered under this Agreement, the County shall review and approve the plans, the associated estimated utility construction cost and special provisions to be made part of the Department's roadway contract for highway construction; the County shall release the Department of any future responsibility for the design of the utility construction plans. Said releases shall be deemed to be given by the County upon completion of the plans, estimate, special provisions and acceptance by the Department and County for the plans to be made part of the highway roadway contract.

CONSTRUCTION

4. The Department shall place provisions in the construction contract for Project R-2511 Beaufort County, for the contractor to adjust and relocate water lines. The County will reimburse the Department for the Betterment costs of upgrading the existing 3" water line to a 6" water line. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

5. The County shall be responsible for water lines cost as shown on the attached Exhibit "A". The estimated cost to the County is $147,110.00 plus actual bid cost for items designated Municipal Add-Ons as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT

6. The County shall reimburse the Department for said costs as follows:

   A. Upon completion of the utility construction plans, the Department shall submit an invoice to the County for costs incurred for preliminary engineering. Billing will be based upon the negotiated cost and any supplemental agreements made part of this agreement.

Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.

B. Upon completion of the highway work, the Department shall submit an itemized invoice to the County for costs incurred for Betterments and Municipal Add-Ons. Billing will be based upon the actual bid prices and actual quantities used.

C. Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.

D. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.

E. Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.

F. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.

G. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

H. At any time prior to final billing by the Department, the County may prepay any portion of the estimated cost by sending a check with the WBS Element noted to the below address. The Department will provide a final billing based on actual costs, less any previous payments that have been made.

REMITTANCE ADDRESS:
NC Department of Transportation
ATTN: Accounts Receivable
1514 Mail Service Center
Raleigh, NC 27699-1514

7. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

8. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

   I. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

9. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

10. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

11. 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, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

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

L.S. ATTEST:

BY: _____

TITLE: _____

BEAUFORT COUNTY

BY: _____

TITLE: _____

DATE: _____

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

(SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
(FINANCE OFFICER)

Federal Tax Identification Number

_____

Remittance Address:

Beaufort County

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

Exhibit B

Project: R-2511

County: Beaufort

Description: US 17 from North of NC 171 to existing multi-lanes South of Williamston

Beaufort County will be responsible for paying the additional cost involved in upgrading 2,395 LF of existing 3" water line on Highway US 17 to a 6" water line. NCDOT is responsible for paying all non-betterment costs. Construction subject to betterment costs are designated in red in Exhibit A. All other facilities shown in Exhibit A except for the new facilities designated in Green on sheet UC-21 are not subject to betterment costs.

Beaufort County will be responsible for paying the total cost at actual contract/bid price for new facility of 359 LF of new 6" water line on sheet UC-21 shown in green. See Table 2.

Estimates were developed for the cost of replacing the facilities in kind, and the cost of replacing the facilities with the proposed betterment. Betterment costs were estimated by calculating the difference in cost between the betterment and non-betterment options using Historic Bid Averages prices, calculations are shown as Table 1 and 3 herein.

Table 1. Existing 3" to 6" Betterment Cost

Item Number	Description	Unit	Estimated Unit cost	Estimated Unit Betterment Cost
5325300000-E	3" Water Line	LF	$35.00	
5325600000-E	6" Water Line	LF	$70.00	$35.00
5329000000-E	DI Water Pipe Fittings *	LB	$10.00	$10.00
5534000000-E	3" Valve	EA	$1200.00	
5540000000-E	6" Valve	EA	$3500.00	$2300.00

*Fittings are incidental to 3" water line, and so will be billed at actual bid price and quantity installed on new and upgraded facilities.

Table 2. New Facilities (Extending 6" Water Line) Cost

Item Number	Description	Unit	Estimated Quantity	Estimated Unit cost	County Cost
5325600000-E	6" Water Line	LF	359	$70.00	$25,130.00
5329000000-E	DI Water Pipe Fittings	LB	150	$10.00	$1500.00
5540000000-E	6" Valve	EA	2	$3500.00	$7000.00
5666000000-E	Fire Hydrant	EA	1	$5000.00	$5000.00
5673000000-E	Fire Hydrant Leg	LF	12	$70.00	$840.00

Total Betterment Estimated Cost: **$39,470.00**

Because there is sufficient quantity 3" line remaining in the contract to get an accurate bid price, the actual betterment cost will be determined using actual Bid prices in the calculation.

Table 3. Upgraded Facilities (3" to 6")

Item Number	Description	Unit	Estimated Unit cost	Estimated Quantity	Estimated Item Cost
5325600000-E	6" Water Line	LF	$35.00	2774	$97,090.00
5329000000-E	DI Water Pipe Fittings	LB	$10.00	825	$8,250.00
5540000000-E	6" Valve	EA	$2,300.00	1	$2,300.00

Total Upgraded Facilities Estimated Cost: **$107,640.00**

Total Estimated Cost: **$147,110.00**

Additionally, the cost of Engineering Betterment and new facility is: **$1,600.00**

Beaufort County
Finance

Budget Amendment Request

Department: Water **Date of Request:** 9-7-21

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
60-3713-499100	Fund Balance Appropriated	148,710	
60-7130-580009	NCDOT Relocation Projects	148,710	

Department Justification:

To amend the capital project budget to cover construction cost bids for water treatment and well improvements.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director

Agenda Title: Approval of Landfill Commercial User After-Hours Access Agreement

Summary of Information: The Public Works Department recommends the approval of the attached Landfill Commercial User After-Hours Access Agreement.

An automated gate with card readers was recently installed at the Beaufort County Landfill entrance. Select vendors, maintenance technicians, and cellular tower representatives require after-hours access. Commercial users have also expressed an interest in accessing the landfill on days that the site is closed to the public. Staff developed the attached agreement so that all after-hours users would be aware of the regulations of the landfill and the County would have records of the traffic. The agreement requires commercial users to establish an account, maintain their account in good standing, and follow landfill rules and regulations. If users do not comply with the requirements, the County may revoke the after-hours privilege.

A $10.00 fee would be charged per card for commercial users to offset the costs associated with the cards and labor to manage the program.

The access agreement has been reviewed by the county attorney.

Submitter Recommendations/Motions: Approve the Beaufort County Landfill Commercial User After-Hours Access Agreement and revision of FY2022 Solid Waste Fee Schedule to add $10.00 per card fee.

Attachments:
1. Access Agreement
2. Revised Fee Schedule

Beaufort County Landfill
Commercial User After-Hours Access Agreement

The Beaufort County Public Works Department – Solid Waste Division (the Division) extends after-hours access, as indicated on the rear of this form, to the Beaufort County Landfill (the Landfill) located at 1342 Hawkins Beach Road, Washington, NC 27889 by _____ (the User) subject to agreement to the following terms and conditions:

General:

1. Upon receipt of a $10.00 fee, the User will be provided an access card for after-hours access to the Landfill. The Division reserves the right to waive the card fee for contractors of Beaufort County and owners/tenants of the communications tower at the Landfill.
2. The access card will remain active for a period of two years, after which the access agreement must be renewed.
3. The User must not share the access card with any other person, company, etc.
4. The User must immediately notify the Division if the access card is lost, missing, stolen, or damaged.
5. A replacement card may be issued upon receipt of a $10.00 fee.
6. Landfill gate access records may be used to verify dates and times of access by the User.
7. Landfill operations are monitored via security cameras. Recordings will be used in resolving any disputes.
8. Failure to abide by these terms and conditions will result in revocation of ALL Landfill access privileges.
9. The Division reserves the right to change, alter, modify, and/or amend this Agreement at any time.
10. The Division will consider hours of access requested by the User, however the final decision on granted hours of access lies solely with the Division. The Division will notify the User of granted hours of access and any changes.
11. In the event of a power outage at the landfill site, access to the site may be hindered, at no fault of the Division.
12. Users should use caution during wet periods, as no method is available to pull stuck vehicles out.

Waste Disposal:

1. User must establish a billing account with the Division and must maintain account in good standing.
2. The Landfill accepts only yard waste and scrap tires. All other waste types are strictly prohibited. If the Division determines that the User has disposed of unacceptable waste at the Landfill, the User will be required to remedy the situation or risk losing Landfill access privileges.
3. All material disposed of at the Landfill must be weighed. During normal operating hours, the User must stop at the scale house and the attendant will weigh haulers as they arrive and as they depart. During after-hours access, the User will be responsible for completing a weight ticket provided at the scale house and depositing it into the drop box before leaving the site.
4. If the User encounters any problems with the scales while at the Landfill, the User must notify the Division immediately via phone call or email, stating the User's name, the date, the time, and the problems encountered. Contact information is provided on the rear of this form.

Yard Waste:

1. User will be charged the current per ton rate, as noted on the Division's website and at the Landfill, for yard waste disposed of at the Landfill.
2. No yard waste larger than 8" in diameter is allowed.
3. Yard waste must be disposed of in the yard waste collection area. Material must be dumped as close to the material stockpile as possible.

Scrap Tires:

1. All tires must be removed from the rim. Rims are not accepted at the Landfill.
2. Tires must be dumped neatly in the Scrap Tire Disposal Area.
3. Users disposing of more than five (5) scrap tires must complete a North Carolina Scrap Tire Certification Form.
4. A complete and valid NC Scrap Tire Certification Form must be left with the weight ticket at the Landfill.
5. Failure to submit a valid NC Scrap Tire Certification Form will result in the User being charged the current per ton rate, as noted on the Division's website and at the Landfill.

I, as a representative of the previously stated company, acknowledge that I have read, understand, and agree to the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Mailing Address: _____

_____

E-Mail Address: _____

OFFICE USE ONLY:

WasteWorks Account Number:	
Access Card Number:	
Allowed User Access Times:	S M T W T F S _____ to _____
Access Card Fee Received:	Y N
Access Card Issue Date:	
Completed and Issued By:	
Access Card Return Date:	
Access Card(s) Deactivated:	Y N
Received and Completed By:	
Notes:	

Beaufort County Public Works Department
Solid Waste Division
111 W. 2nd Street
Washington, NC 27889
(252) 975-0720
solidwaste@co.beaufort.nc.us

BOARD OF COMMISSIONERS
Frankie Waters, Chairman
Jerry E. Langley, Vice Chairman
Ed Booth
Stan Deatherage
John Rebholz
Hood Richardson
Randy Walker

BEAUFORT COUNTY
NORTH CAROLINA

COUNTY OFFICIALS
Brian M. Alligood, County Manager
Katie Mosher, Clerk to the Board
Anita Radcliffe, Finance Director
David Francisco, County Attorney

FY2022 Solid Waste Fee Schedule

Disposal Fee	$30.00 per ton
Annual Solid Waste Fee	$170 per household
Access Card Fee	$10.00

REVISED 09/07/2021

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director

Agenda Title: Approval of Two-Year Cellular Service Contract for Security Cameras

Summary of Information: During the development of the FY2022 Solid Waste budget, staff explored options for security cameras for the solid waste collection sites. Staff asked EIS Data Systems to provide a quote for cameras at the ten sites. It was determined that the hardware requirements and the internet service needs at each site would be a very costly project. EIS Data Systems mentioned that cellular cameras were available from Arlo through US Cellular.

Staff contacted US Cellular to obtain a quote for one camera for each site. The cameras could be purchased for $400 each and a $39/month plan per camera would be required to provide file storage and viewing access. The US Cellular representative also said he would see if he could do anything on the cost of the devices based on the volume.

US Cellular has presented Beaufort County with a two-year service agreement that will reduce the cost of the cameras from $400 each to $50 each. Per the Beaufort County Purchasing policy, all multi-year contracts must be approved by the Board of Commissioners.

Submitter Recommendations/Motions: Approve entering into a two-year service agreement with US Cellular for ten Arlo security cameras for solid waste collection sites.

Attachments:
1. US Cellular Agreement

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Business U.S. Cellular

Business Customer Service Agreement prepared for:

Beaufort County Public Works

Submitted by:

Devin Nichols

(252) 567-5211

devin.nichols@uscellular.com

CONFIDENTIAL

DocuSign Envelope ID: 0FB51C32-7C51-498A-9962-79552E46E474

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT including all Exhibits attached hereto (this "Agreement"), dated July 20 , 2021 (the "Effective Date"), is by and between USCC Services, LLC on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and Beaufort County Public Works on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS.

(a) "Equipment" means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by Customer from USCC, otherwise provided to Customer by USCC for use in connection with Service, or approved in writing by USCC for use in connection with Service(s).

(b) "Home Market" means the market in which the USCC switch, to which your account is assigned at the time your service is established, is located.

(c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) and Business Solutions Services that USCC provides directly or indirectly to Customer.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. For greater coverage detail and for the most up to date coverage maps, Customer may

refer to uscellular.com/coverage. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each line of Service must be used in USCC's licensed markets.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

(e) Business Solutions Services. Business Solutions Services is a subset of Services. Business Solutions Services consists of Internet of Things ("IoT") and Value Added Services ("VAS"). IoT and VAS are Services where data is transmitted over USCC's network between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited to no manual administration, supervision, or intervention and which may or may not require additional Equipment. If Customer utilizes any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in Exhibit B. Business Solutions Services are also governed by any applicable third party terms and conditions. Business Solution Services may require third party equipment, third party services such as software-as-a-service ("SAAS"), and/or the acceptance by Customer of third party end-user license agreements. USCC makes no warranties, representations, or other statements regarding such third party equipment, agreements, or services and Customer agrees that it may only use such third party equipment or services that are approved by USCC for use on its network. USCC may prohibit standard wireless devices and equipment from being activated on IoT lines.

(f) Wireless Priority Service. USCC is under contract with CSRA Inc. ("CSRA"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to CSRA and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to USCC providing Customer's call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) Services offered by USCC may be subject to specific terms and conditions. Those additional terms and conditions are included in the applicable brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

3. EQUIPMENT.

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit D for each new line of Service activated by Customer and each Eligible Upgrade. An "Eligible Upgrade" means Customer's first upgrade of wireless handset Equipment for a line of Service after completing 24 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) Certain Equipment may be purchased utilizing installment plan pricing. Equipment eligible for installment plan pricing and the applicable pricing is set forth in Exhibit D. Customer will be required to execute a separate Retail Installment Contract for Equipment purchases made with installment plan pricing.

(c) At Customer's option, Customer may change the Service plan for any of its then-existing Equipment to any other Service plan set forth on Exhibit B or Exhibit D, provided that such Equipment is compatible with the chosen Service plan.

(d) For Business Solutions Services, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a third party, only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer-owned Equipment at any time and for any reason in its sole discretion.

4. CUSTOMER SUPPORT.

USCC will provide Customer with customer support as set forth in Exhibit C.

5. RATES AND CHARGES.

(a) Customer shall pay for Service and Equipment at the rates set forth in this Agreement. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform USCC of any changes to the business address. That business address must always be within USCC's licensed markets.

(c) If Customer desires to purchase any Services and/or Equipment offered by USCC for which rates and charges are not set forth in this Agreement then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts the rates and charges, USCC shall provide the Services and/or Equipment and the provision of such shall be controlled by the terms of this Agreement.

6. BILLING AND PAYMENT.

(a) USCC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to $5.00 on any credit balance due upon termination of Service for any reason. Customer agrees that it may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law. Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys' fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

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8. TERM AND TERMINATION.

(a) Term. Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire two years thereafter (the "Initial Term"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and any subsequent Renewal Terms shall collectively be known as the "Term".

(b) Termination. Either party (the "Non-defaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Non-defaulting Party notifies the Defaulting Party in writing of such breach. Additionally, USCC may terminate this Agreement at any time if it ceases to provide Service in Customer's Home Market. Monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in Customer incurring overage charges.

(c) Early Termination Fees. If this Agreement is terminated for any reason during the Term other than for a breach by USCC or due to USCC ceasing to provide Service in Customer's Home Market, Customer may be assessed an early termination fee ("ETF"). Customer's request to port any number will be considered notice to USCC to terminate Service immediately. The ETF shall be $150.00 per line for basic phones, modems, hotspot devices and $350.00 per line for smartphones, tablets, and Equipment utilized on Business Solutions Services lines. Regardless of the start and end date of the Term of this Agreement, the ETF will be prorated over twenty-four months starting from the date of initial activation of the Equipment in accordance with the following: an ETF of $350.00 for a 24 month term will be reduced by $8.33 for each of months 1 - 23, $8.41 for month 23, and further reduced to $0 after the last day of month 24 ($150.00 remaining ETF applies during month 24); an ETF of $150.00 for a 24 month term will be reduced by $3.13 for each of months 1 - 23 and further reduced to $0 at the conclusion of month 24 ($75.00 remaining ETF applies during month 24). ETF's of any different amount or for a different term length will be specifically set forth in Exhibit D. Notwithstanding the aforementioned, ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. ETF's shall not apply to any line on Service in which the Equipment was purchased pursuant to a Retail

Installment Contract. Exhibit B may state additional requirements for ETF's associated with Equipment on Business Solution Services lines.

(d) Consequences of Termination. Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. AUTHORIZED USERS.

Customer may appoint one or more persons to manage Customer's account ("**Authorized Users**"). These Authorized Users will be able to access and make changes to Customer's account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

10. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

11. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT

YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

12. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

13. LIMITS OF LIABILITY.

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

14. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S

ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE SERVICE PROVIDED BY ANY THIRD PARTY THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

15. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

16. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. In the event of a conflict or inconsistency between the terms of this Agreement and any other referenced agreement or terms and conditions, the terms of this Agreement shall govern and control. Except as otherwise provided herein, this Agreement may not be modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

17. **GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

18. **NO WAIVER; SEVERABILITY.**

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

19. **NOTICE.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:
Attn: Jeff Rothrock
1125 Corporate Drive
Greenville NC, 27858

Customer:
Attn: West Overman
111 W. 2md Street
Washington NC, 27889

With a copy to:
USCC Services, LLC
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773) 864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312) 853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

20. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

21. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

22. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

23. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

24. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

25. PRIVACY/ACCEPTABLE USE/COPYRIGHT

USCC may collect, process and share personal information about Customer or Customer's account consistent with USCC's privacy policy, available at www.uscellular.com, without further specific notice to Customer. Customer can also view USCC's acceptable use and copyright policies at www.uscellular.com. Customer authorizes and consents to allow USCC and/or its third party collection agencies to contact Customer regarding Customer's account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be made by an

automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

26. WIRELESS EMERGENCY ALERTS

U.S. Cellular delivers wireless emergency alerts ("WEAs"), at no additional charge, to capable devices of customers throughout its service area and through roaming arrangements in most circumstances. Participation in the WEA program by wireless providers such as U.S. Cellular is voluntary, but those that offer the service must adhere to the technical and operational requirements established by the FCC. The FCC has recently adopted certain enhanced WEA features that U.S. Cellular is deploying in its network. However some devices may not be able to access some or all of these enhanced features. U.S. Cellular makes no representation concerning the suitability of any device to receive WEAs. For additional information about WEAs, please see our website at uscellular.com/wea.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

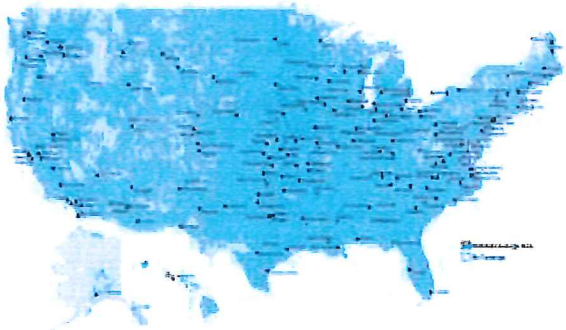
USCC SERVICES, LLC	**Beaufort County Public Works**
By: DocuSigned by: Jeff Rothrock C9BDAEABF9B0450...	By:
Name: Jeff Rothrock	Name: West Overman
Title: Business Area Sales Manager	Title:
Date 8/18/2021 | 12:38 PM CDT	Date

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
USCC SERVICES, LLC
AND
Beaufort County Public Works

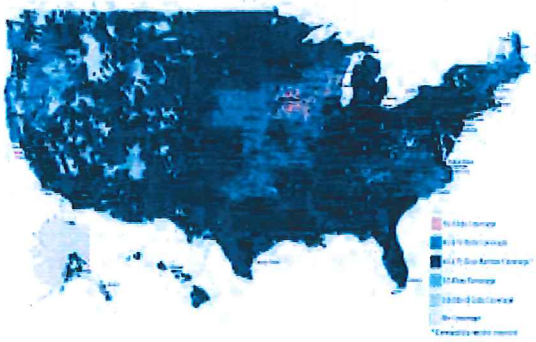
DocuSign Envelope ID: 0FB51C32-7C51-498A-9962-79552E46E474

EXHIBIT A
CURRENT COVERAGE MAP

National Voice Coverage



National Data Coverage/5G LTE Coverage



U.S. Cellular Licensed Markets

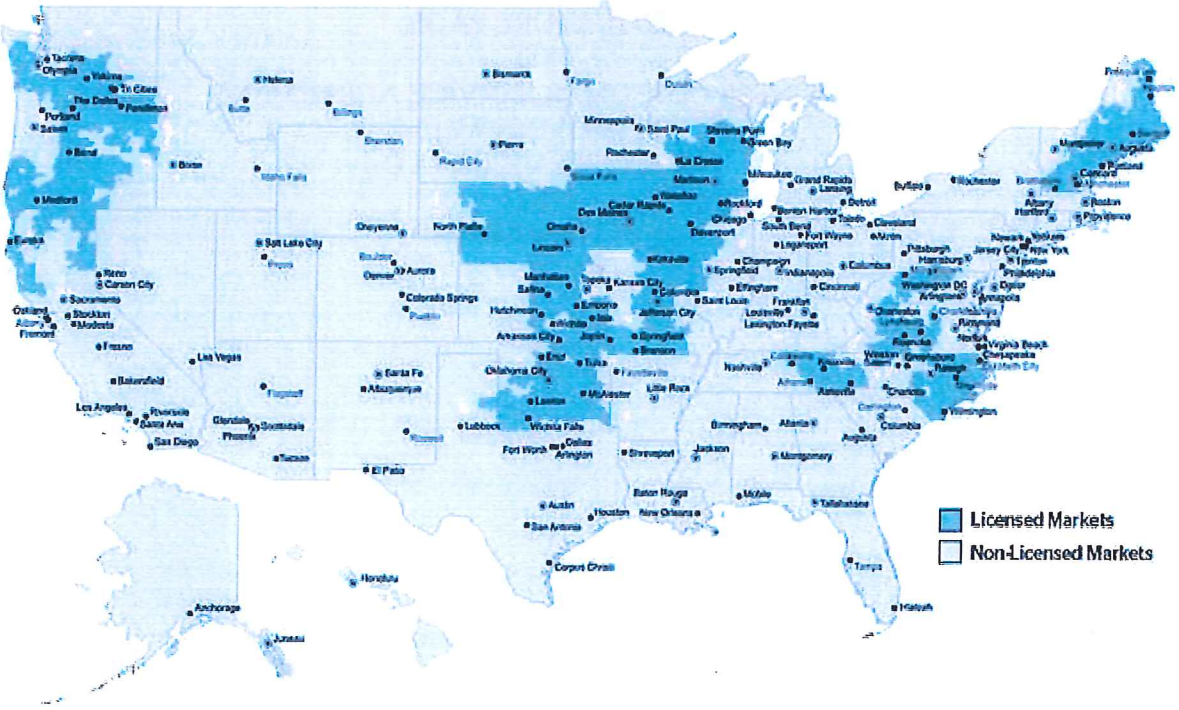


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EXHIBIT B

Business Solutions Services

IoT Rate Plans			
IoT Subscriber Plan Name	**Data Allowance**	**MRC***	**Overage Charges**
n/a	n/a	n/a	n/a

**monthly recurring charge*

Business Solutions Equipment purchased from USCC		
Model and/or Description	**Equipment Retail Price**	**Price with 2yr. Service Agreement**
n/a	n/a	n/a

IP Addressing			
QTY	**Billing Offer (BO) Name**	**Charge**	**Frequency**
n/a	n/a	n/a	n/a

Value Added Services			
VAS Name/or Description	**# of Licenses**	**MRC per License**	**Total MRC**
n/a	n/a	n/a	n/a

If Customer chooses to pay for any Business Solutions Service(s) via carrier billing, Customer agrees that USCC may include the applicable monthly charge on Customer's bill for the Business Solutions Services and that Customer shall pay those charges when due. USCC may include a one-time implementation charge and equipment charge on Customer's bill when applicable. Customer agrees that USCC may share Customer information with third-party Business Solution Services providers, including but not limited to name, company name, cellular telephone number, service plan, and e-mail address. Customer may be responsible to pay the third-party Business Solutions Services provider directly for any remaining charges for the Business Solutions Services upon expiration or termination of this Agreement.

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EXHIBIT C

CUSTOMER SUPPORT

We support our business customers with specialized teams that include some of our most experienced associates.

Account Team Contact Information:

Dedicated Local Support:
USCC provides a Business Account Sales Executive to business and government accounts for personal and local sales/service representation. These representatives work closely with customers to understand their business needs and offer solutions specifically suited to those needs. This individual is also available to assist your account in facilitating phone/ live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other ongoing support.

- Devin Nichols
- (252) 567-5211
- devin.nichols@uscellular.com

Customer Service Contact Information:

Beaufort County Public Works will also have access to a specialized Business-to-Business Customer Service and Billing Support Team.
For general questions regarding your account contact **1-800-305-2501**
For support related to Business Solutions Services (Exhibit B) contact **1-877-805-7073**

Online Support:

U.S. Cellular provides the ability manage your account online. For 'My U.S. Cellular Business Account' access, please provide the name and email address of the primary point of contact, that will be handling your online account. It will be the responsibility of the business customer to reach out to their dedicated local support team to add, remove, or change users on the account.

Name:

Email Address:

DocuSign Envelope ID: 0FB51C32-7C51-498A-9962-79552E46E474

EXHIBIT D

RATES and EQUIPMENT

PLANS					
Government					
Plan Name / Type	# of Lines	Monthly Rate	Discount	Monthly Rate Per Line	Total Monthly Charges by Plan
Government Unlimited Data (25GB)	10	$39.00	0%	$39.00	$390.00
Equipment Pricing					
Equipment	Qty	MSRP	Discount	Cost Per Device	Total
Arlo Go	10	$ 399.60	$ -	$399.60	$3,996.00
Additional Notes (Minimum Line Requirements / Other Discounts)					
This approval is contingent on the exact number of lines and discounts stated in this approval. Any changes needed must go through special pricing.					
Approved Discounts based on Standard 24 month contract with ETF's Equipment Upgrade Eligibility = 24 months					
The customer is approved for welcome gifts of up to $3,496. Contingent on the following lines:					
Connected Device	$ 349.60	10 Devices	$ 3,496	Total	
CANNOT BE COMBINED WITH OTHER PROMOTIONAL OFFERS (ie Direct Toolbox Offers or Retail Promo's)					

DocuSign

Certificate Of Completion

Envelope Id: 0FB51C327C51498A996279552E46E474
Subject: CW2633300 - Beaufort County Public Works BCSA 8.9.21.pdf
SFA Opportunity ID:
Source Envelope:
Document Pages: 17
Certificate Pages: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Adam Bowers
30 N Lasalle St Ste 4000
Chicago, IL 60602
ADAM.BOWERS@USCELLULAR.COM
IP Address: 216.109.110.11

Record Tracking

Status: Original
8/9/2021 1:12:23 PM

Holder: Adam Bowers
ADAM.BOWERS@USCELLULAR.COM

Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Rothrock Jeffrey.Rothrock@uscellular.com Business Area Sales Manager Jeff Rothrock Security Level: Email, Account Authentication (None)	DocuSigned by: Jeff Rothrock C9BDAEABF9B0450...	Sent: 8/9/2021 1:14:20 PM Resent: 8/18/2021 11:51:07 AM Viewed: 8/9/2021 1:15:40 PM Signed: 8/18/2021 12:38:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 163.116.146.116	
West Overman west.overman@co.beaufort.nc.us Security Level: Email, Account Authentication (None)		Sent: 8/18/2021 12:38:22 PM Viewed: 8/23/2021 7:13:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BCSAContractManageme@uscellular.com BCSAContractManageme@uscellular.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Devin Nichols devin.nichols@uscellular.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
East Sales Support eastsalessupport@uscellular.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
BusinessPortals@uscellular.com BusinessPortals@uscellular.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2021 1:14:20 PM
Certified Delivered	Security Checked	8/23/2021 7:13:30 AM

Payment Events	Status	Timestamps

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Christina Smith, Public Works Director

Agenda Title: Approval of NDOT Encroachment Agreements

Summary of Information: An Encroachment Agreement is required for the new installation of utilities and non-utility facilities within NCDOT right of way.

NCDOT allows utilities to submit a blanket encroachment agreement for routine utility service connections to customers on non-NCDOT property adjacent to the right of way (Form R/W 16.5). This encroachment agreement outlines the specific installation requirements, such as minimum bury depth and prohibition of pavement cuts. Because Beaufort County Water was established as seven legal entities, seven encroachment documents are required (see attached).

While the blanket encroachment agreement applies to many of the services installed by Beaufort County Water, it does not apply to services that are installed by HDD (horizonal directional drill) or within a controlled access highway (Highway 17). These installations require an individual submission using either Form R/W 16.1 or R/W 16.2 (see attached). Because of the routine nature, the frequency, and occasional urgency of the installations, staff requests authority to submit other encroachment agreements on behalf of Beaufort County Water, as required.

Submitter Recommendations/Motions: Approve seven NCDOT Blanket Encroachment Agreement Underground Utility Service Connections on Primary and Secondary Road System and authorize staff to submit other encroachment agreements on behalf of Beaufort County Water as required.

Attachments:
1. Dist. I Blanket Encroachment Agreement
2. Dist. II Blanket Encroachment Agreement
3. Dist. III Blanket Encroachment Agreement
4. Dist. IV Blanket Encroachment Agreement
5. Dist. V Blanket Encroachment Agreement
6. Dist. VI Blanket Encroachment Agreement
7. Dist. VII Blanket Encroachment Agreement
8. Form R/W 16.1
9. Form R/W 16.2

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District I - Washington Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____, 20 _____, by and between the Department of Transportation, party of the first part; and Beaufort County Water District I - Washington Township party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.

14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

16. All work is to be completed promptly with a minimum of delay.

17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District I - Washington Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District II - Long Acre West

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and Beaufort County Water District II - Long Acre West party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.

14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

16. All work is to be completed promptly with a minimum of delay.

17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District II - Long Acre West
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

AND

Beaufort County Water District III - Long Acre East

BLANKET ENCROACHMENT AGREEMENT

UNDERGROUND UTILITY SERVICE CONNECTIONS

ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and Beaufort County Water District III - Long Acre East party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

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R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District III - Long Acre East
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

AND

Beaufort County Water District IV - Bath Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and Beaufort County Water District IV - Bath Township _____ party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

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9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

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R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District IV - Bath Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District V - Pantego Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____, 20 _____, by and between the Department of Transportation, party of the first part; and Beaufort County Water District V - Pantego Township party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

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6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
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12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.

14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

16. All work is to be completed promptly with a minimum of delay.

17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District V - Pantego Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION
AND
Beaufort County Water District VI - Chocowinity/Richland Township

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____, 20 _____, by and between the Department of Transportation, party of the first part; and Beaufort County Water District VI - Chocowinity/Richland Township party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.

14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

16. All work is to be completed promptly with a minimum of delay.

17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

Beaufort County Water District VI - Chocowinity/Richland Township
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

COUNTY OR COUNTIES OF

Beaufort

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

AND

District VII - Richland Township Water and Sewer District of Beaufort County

BLANKET ENCROACHMENT AGREEMENT
UNDERGROUND UTILITY SERVICE CONNECTIONS
ON PRIMARY AND SECONDARY ROAD SYSTEM

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and District VII - Richland Township Water and Sewer District of Beaufort County party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the second part desires to install underground service connections on the right of way of certain public roads on the State Primary and/or Secondary Road System in the above County or Counties, North Carolina; and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to encroach and construct underground service connections in the County or counties mentioned above, without giving prior notification to the party of the first part, subject to strict compliance to the following 18 numbered special provisions;

1. This Agreement applies only to underground service connections that emanate from a distribution line, feeder line, or main line outside highway right of way or from existing distribution line, feeder line, or main line occupying highway right of way by virtue of an approved encroachment agreement. Any service connection which is to be owned and/or installed by any person or firm other than the owner or owner's agent of the distribution line, feeder line, or main line shall not be included in this agreement.
2. This agreement applies on all highways except Freeways.
3. No pavement shall be cut. Shoulders stabilized with bituminous material and/or crushed stone will be considered as pavement.
4. Plowing will be permitted across unpaved roads.
5. Trenching will not be permitted across unpaved roads.
6. No longitudinal installations requiring open-cut or trenching will be allowed.
7. Longitudinal installations up to 500' will be allowed provided the plowing-in method of installation is utilized.
8. Road crossings by the methods of driving, jacking, or boring holes up through 6" in diameter will be allowed. Bores in excess of 6" in diameter will require an encroachment agreement approved by the Division Engineer.
9. Minimum bury beneath roadways shall be 3 feet; and 2 feet below the bottom of side ditches and sidewalks.
10. Highway drainage pipes and culverts are not to be disturbed.
11. No attachment shall be made to bridges or culverts.
12. That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways, and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said

facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

13. It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway right of way limits, in carrying out its construction and maintenance operations.
14. During installation, the party of the second part shall be responsible for signs, lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.
15. That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing round cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.
16. All work is to be completed promptly with a minimum of delay.
17. That in the case of noncompliance with the provisions of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.
18. The party of the first part reserves the right to void this agreement at any time by submitting written notification to the party of the second part.

R/W (165) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (165) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____

District VII - Richland Township Water and Sewer District of Beaufort County
(COMPANY)

_____

_____

_____
(TYPE NAME AND TITLE)

ROUTE _____ PROJECT _____ COUNTY OF _____ STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

_____

_____

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the ____ day of _____ 20 ____ by and between the Department of Transportation, party of the first part; and _____ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____ , located _____

with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

ATTEST OR WITNESS:

_____ _____

_____ _____

_____ _____
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the State Utilities Manager in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

ROUTE _____ STATE PROJECT _____ STATE OF NORTH CAROLINA
FEDERAL PROJECT _____ COUNTY _____

DEPARTMENT OF TRANSPORTATION
-AND-
_____
_____

RIGHT OF WAY
ENCROACHMENT AGREEMENT
INTERSTATE AND OTHER CONTROLLED
ACCESS HIGHWAYS

THIS AGREEMENT, made and entered into this the _____ day of _____ , 20 _____ , by and between the Department of Transportation, party of the first part; and _____
_____ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____ , located _____
_____
with the construction and/or erection of: _____
_____
_____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part hereby agrees that access for servicing its facilities will be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and street, or (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way. The party of the second part's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public, except if an emergency situation occurs, and the usual means of access for service operation as herein provided will not permit the immediate action required by the party of the second part in making emergency repairs as required for the safety and welfare of the public, the party of the second part shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided that the party of the second part complies with the regulations established by the party of the first part for policing and control to protect the highway users.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

   (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
   (2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (162) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (162) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES MANAGER

ATTEST OR WITNESS:

_____ _____

_____ _____

_____ _____
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

GENERAL REQUIREMENTS

1. Wherever possible, freeway crossing should be parallel to and within the prevailing right of way of intersecting roads.
2. Crossings should be as near as possible normal to the center line of the freeway.
3. Parallel encroachments will not be permitted except outside of control of access lines.
4. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installations included in this agreement.

For Overhead Wire Lines

1. Minimum vertical clearances of overhead wires above all roadways must conform to clearances set out in the National Electric Safety Code.
2. Supporting poles or structures must be clear of control of access lines, and be at least 30 feet clear of the edge of shoulders of through lanes and 20 feet clear of the shoulders of interchange ramps.

For Underground Utilities

1. Open-cut installation for crossings will be permitted only when a highway project is in rough grading stage prior to paving. Generally, on rough grading projects, open-cut will not be permitted in fills of over 10 feet in depth and back filled material must be compacted to maximum density meeting Department requirements.
2. Encasements under an existing freeway must be installed by means of tunneling, jacking, or boring and any voids outside the encasement must be filled with lean concrete grout and the ends of encasements be satisfactorily closed.
3. In cut section, encasement must extend continuously from ditch line to ditch line and in fill section, encasement must extend continuously five feet beyond toe to slopes.
4. Vents for encasement should be extended to the right of way line or as otherwise required by the Department.
5. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
6. When trenching is carried down cut slopes, excavation must be backfilled to maximum density and the disturbed portion of the slope be stabilized and sodded to the satisfaction of the Department's Engineer.

Plans

This Encroachment agreement must be accompanied, in the form of an attachment, by a plan showing the following:

1. All roadways and ramps
2. Right of way and control of access lines
3. Drainage structures or bridges if affected by encroachment
4. Location of the proposed encroachment
5. Length, size and type of encroachment
6. Dimensions, showing the distance from the encroachment to roadways, shoulders, structures, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road intersection, etc. (To assist in preparation of the encroachment plan, Department roadway plans may be seen at the various Highway Division Offices or at the Raleigh Office.)

All encroachment agreements involving the crossing of the right of way, roadways and/or ramps of a freeway, must be accompanied, in the form of an attachment, by a profile showing the following information:

1. The profile should extend from right of way line to right of way line and show all slopes (cut or fill), ditches, shoulders, pavements, medians, etc.
2. A vertical dimension from bottom of road ditches and from surface of pavement to encroaching structures.
3. Length, size, and type of encasement where required.
4. Notation of portion to be installed by open-cut.
5. For underground encroachments involving encasements that must be vented, the location of vents must be shown.
6. Method of installation must be shown in detail on either the plan or profile.
7. Any attachment to a bridge or other drainage structure must be approved by the Department's Bridge Design Unit.
8. Where profile is required, it should be on same sheet with the plan.

SPECIAL PROVISIONS OR SPECIFICATIONS

Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment, provided that such information cannot be shown on the plan and profile sheet.

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Director

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Brian Alligood, County Manager

Agenda Title: Broadband Negotiation Update

Summary of Information: An update will be given on negotiations regarding broadband with RiverStreet Networks.

Submitter Recommendations/Motions: Informational

Attachments:

.

Beaufort County
Agenda Abstract

Meeting Date: 9/7/21

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Belhaven and NC Wildlife Boating Ramp

Summary of Information: At a regular meeting on April 5, 2021, the Board of Commissioners unanimously approved a 2-year option of County-owned parcels in Belhaven to the Town of Belhaven as it sought a commitment from the North Carolina Wildlife Resources Commission to construct a boat landing on the site. Attached is a copy of the option agreement.

The Town of Belhaven has now received a commitment from the NC-WRC to design and construct the boat landing facility on the Cooperage Tract site. Attached is a copy of the letter from Gary Gardner, Engineering Division Chief.

For the NC-WRC to begin permitting the project, the property needs to be in the name of the Town of Belhaven. The Town of Belhaven is requesting that the County transfer the property covered by the option agreement to the Town now that a commitment is in place.

Submitter Recommendations/Motions: Approve the Town of Belhaven's request to transfer ownership of the County-owned property under the previously approved 2-year option agreement to the Town of Belhaven so that the NC Wildlife Resources Commission can begin the permitting process for the boat landing.

Attachments:

Brian Alligood

From: Brian Alligood
Sent: Monday, August 30, 2021 9:34 AM
To: Brian Alligood
Subject: FW: WRC Commitment

From: Lynn Davis <ldavis@townofbelhaven.com>
Sent: Monday, August 30, 2021 9:30 AM
To: Brian Alligood <brian.alligood@co.beaufort.nc.us>
Subject: RE: WRC Commitment

CAUTION: This email originated from outside of the Beaufort County system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Town of Belhaven has received a commitment letter from the NC Wildlife Resources Commission to build a boat ramp in Belhaven. In order to proceed with permitting, NCWRC has indicated that the property needs to be in the name of the Town of Belhaven.

We respectfully request that the County transfer ownership of the property to the Town.

Lynn Davis, CFM CZO
Town Manager
Belhaven, NC
www.TownofBelhaven.com
252.943.3055

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

Cameron Ingram, Executive Director

July 29th, 2021

Lynn Davis
Town Manager
Belhaven

Re: Request for Belhaven Boating Access Area Construction Commitment

Ms. Davis,

I am writing to confirm that the North Carolina Wildlife Resources Commission, in regard to potential development of a boating access area in or near Belhaven, are willing to design and construct an access area at the Cooperage Tract site, assuming all needed permitting can be obtained and that the costs of the project remains reasonable based on initial estimates.

We look forward to further developing the partnership with Belhaven.

Sincerely,

Gary Gardner

Gary Gardner
Engineering Division Chief
NC Wildlife Resources Commission

Mailing Address: N.C. Wildlife Resources Commission • 1701 Mail Service Center • Raleigh, North Carolina 27699-1701
Telephone: 919-707-0010 • ncwildlife.org

Resolution to Option Real Property to the Town of Belhaven for Two Years

Whereas, Beaufort County is the owner of certain tracts of land, generally known as the "Cooperage Tract" and which are located at the intersection of Highway 99 and old US 264 on Main Street, in Belhaven, North Carolina; and

Whereas, the Town of Belhaven has requested these tracts be transferred to the Town of Belhaven so it may seek grant funds for improvements to the said property; and

Whereas, the County wishes to support development of the Belhaven area and this particular property which has been described as the "gateway to Belhaven"; and

Whereas, the Town of Belhaven requires "site control" of the properties in order to seek grant funding opportunities.

Now, Therefore, Be it Resolved that Beaufort County will, pursuant to NCGS 160A-274, option the "Cooperage Tracts" consisting of REIDs 5497, 29439, 28999 and 17461 to the Town of Belhaven for a term of two years so that it can establish "site control" for grant funding opportunities.

Let a copy of this resolution be recorded in the Office of the Register of Deeds, Beaufort County, North Carolina.

Adopted this the 3rd day of May, 2021

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher
Beaufort County Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Architectural Services

Summary of Information: At a Jail Committee meeting on August 25, 2021, the Committee discussed possible jail modifications with Architect Errol J. Warren, Jr. that could provide additional protective measures related to COVID-19 and future similar issues. The possible modifications include expansion of the facility into other areas of the Courthouse basement to increase housing and medical space, as well as modifications/replacements to the HVAC system. Based on existing information, both planning and construction of such modifications appear to be eligible for ARPA funding.

Attached is a letter of engagement from Architect Warren to continue planning efforts. The proposal is for a $12,000 retainer that would be billed against at Mr. Warren's hourly rate of $150 during the planning process.

Alternatives:

Fiscal Impact: $12,000, which appears to be eligible for ARPA funding.

Submitter Recommendations/Motions: Approve the attached engagement letter with Architect Errol J. Warren, Jr. for additional jail planning services with a $12,000 retainer fee that will be billed against at his hourly rate of $150.00 with the anticipation that these funds will be ARPA eligible.

Attachments:
1. Architectural Services Engagement Letter

ERROL J. WARREN, JR.

August 26, 2021

Brian Alligood, County Manager
Beaufort County, North Carolina
121 West 3rd Street
Washington, NC 27889

Re: 2021 Beaufort County Jail Renovation
Washington, NC

Dear Brian,

Thank you for the opportunity to work with the Commissioners, Jail Committee and you on this project. I know that we have just begun but I am totally committed to providing you with quality architectural services that will surpass any expectations.

It is typical, given the indefinite scope of a project to charge an hourly rate until the program and its requirements can be fully determined. Currently my hourly rate is $150/ hour plus any reimbursable expenses (usually costs associated with reproduction, notices, models and renderings).

I would request, pending approval of retaining my services, an initial payment of $12,000 which would be billed against my hourly rate until that time it has been determined to move forward with Construction Documents.

I hope that this is satisfactory. If you have any questions or require anything further, please feel free to contact me. I will look forward to our next meeting.

Sincerely,

Errol J Warren, Jr./Architect

600 Tiffany Blvd. • Suite E
Rocky Mount, North Carolina 27804
Phone: (252) 977-7787 • Fax (252) 977-7893

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: 2021 Urgent Repair Program Policies

Summary of Information: At a regular meeting on February 1, 2021, the Board of Commissioners approved seeking funding under the NC Housing Finance Agency 2021 Urgent Repair Program (URP21). If awarded, the Commissioners approved providing a $10,000 march to the $100,000 program and allowing the Wooten Company to continue servicing the project as it is doing with the 2019 Essential Single-Family Rehabilitation Loan Pool program.

The County has been awarded the funding for the URP21. Attached are two policies that the Commissioners need to approve relating to the program: 1) URP21 Assistance Policy; 2) URP21 Procurement and Distribution Policy. These policies detail how the program will be administered and have been reviewed and approved by the NC Housing Finance Agency.

Submitter Recommendations/Motions: Approve the attached two URP21 policies: 1) URP21 Assistance Policy and 2) URP21 Procurement and Distribution Policy

Attachments:

County of Beaufort

Assistance Policy

For the 2021 Cycle of the Urgent Repair Program

What is the Urgent Repair Program? County of Beaufort has been awarded $100,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2021 cycle of the Urgent Repair Program ("URP21"). This program provides funds to assist very-low and low- income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low- income homeowners with special needs such as frail elderly and persons with disabilities. A total of 10 households will be assisted under URP2102.

This Assistance Policy describes who is eligible to apply for assistance under URP21, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The County has designed this URP21 project to be fair, open, and consistent with the County's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. Additional funds for contracted administrative and service delivery costs are provided by the County of Beaufort in the amount of $10,000.

Eligibility To be eligible for assistance under URP21 applicants:

1) must reside within the County limits of the County of Beaufort and own and occupy the home in need of repair.
2) must have a household income which does not exceed 50% of the "North Carolina Housing Trust Fund, Income Limits by household size" for the household size (see income limits below).
3) must have a special need (i.e. be elderly, $\geq$ 62 years old, handicapped or disabled, a single parent with a dependent living at home, a Veteran, a large family with $\geq$5 household members
4) must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs.

URP21 Income Limits* for County of Beaufort

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	$14,900	$24,800
2	$17,000	$28,350
3	$19,150	$31,900
4	$21,250	$35,450
5	$22,950	$38,300
6	$24,650	$41,100
7	$26,350	$43,950
8	$28,100	$46,800

*Income limits are subject to change based on annually published HUD HOME Limits and will be updated each year. This update will not require a re-approval of the governing authority.

Outreach Efforts of the Urgent Repair Program County of Beaufort will advertise or publish an article about the Urgent Repair Program in the local newspaper serving the County (The Washington Daily News), provide project information to senior centers throughout the County, County's partner referral agencies, and on the County's website.

Selection of applicants The County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system, applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System for County of Beaufort's URP21

Special Needs (for definitions, see below)	*Points*
Elderly Head of Household *(62 or older)*	8
Veteran Head of Household	8
Disabled Head of Household	8
Elderly Household Member *(not Head of Household, 5 points for each elderly member)*	5
Veteran Household Member *(not Head of Household, 5 points for each veteran member)*	5
Disabled Household Member *(not Head of Household, 5 points for each veteran member)*	5
Single-Parent Household *(with one or more children in the home)*	8
Large Family *(5 or more permanent residents)*	6
Income (See Income Table above)	*Points*
Less than 30% of County Median Income	20
30% to 50% of County Median Income	5
Applicant has never received public housing assistance	5

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP21.

Recipients of assistance under the URP21 will be chosen by the above criteria without regard to race, color, religion, national origin, sex, familial status and disability.

The definitions of special needs populations under URP21 are:

- *Elderly*: An individual aged 62 or older.
- *Disabled*: A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- *Large Family*: A large family household is composed of five or more individuals; at least four are immediate family members.
- *Head of Household:* The person or persons who own(s) the house.

- *Household Member*: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant*: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family's application.
- *Single-Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Veteran*: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

Client Referral and Support Services Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will provide the applicant with a resource page with contacts/resources that are available.

What is the form of assistance under URP21? The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of $2,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the County's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of URP21 is $10,000.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP21 must meet or exceed NC Residential Building Code.

Who will do the work on the homes? The County is obligated under URP21 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the County will invite bids only from contractors who are part of an "approved contractors' registry". Please request a copy of the County's Procurement and Disbursement Policy for further information.

(Homeowners who know of quality rehabilitation contractors that are not on the County's Approved Contractors Registry are welcome to invite them to apply.)

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the County of Beaufort's URP21 Project, what work can be done, and who will do it, let's go through all the major steps in the process:

1. **Completing an Application form:** Homeowners who wish to apply for assistance must do so by September 30, 2021. Apply by contacting Amy Sutton, Project Assistant, at (252) 757-1096. Proof of ownership and income will be required. Those who have applied for housing assistance from the County in the past will not automatically be reconsidered. A new application will need to be submitted.

2. **Preliminary inspection:** The County's Rehabilitation Specialist will visit the homes of the top twelve potential loan recipients (based on the points system detailed on page 2) to determine the need and feasibility of repairs/modifications. Additional, applicants will be considered if recipient/alternate goals are not met or funds remain available.

3. **Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. The households to be assisted will be selected by October 29, 2021. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. Applicants not receiving notification by November 5, 2021 that they were chosen may contact Brendan Nolan, Project Manager/Rehabilitation Specialist, at (252) 757-1096 to confirm the disposition of the application.

4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.

5. **Work write-up:** The County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.

6. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgivable loan. This agreement will define the roles of the parties involved throughout the process.

7. **Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry who will be given a minimum of one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those

areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the County's Financial Services Center at a specified date and time, with all bidders and the homeowner invited to attend.

8. **Contractor selection:** Within 72 hours of the bid opening and after review of bid breakdowns and timing factors, the winning bidder(s) will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.

9. **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with the County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum amount of $10,000 will be included in the loan document.

10. **Pre-construction conference:** A pre-construction meeting will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, the County will issue a "proceed order" within 24 hours of the pre-construction meeting, formally instructing the contractor to commence on or after the agreed-upon date.

11. **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP21. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

12. **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor and two representatives of the County of Beaufort. If the changes require an increase in the loan amount, a loan modification stating these changes in the contract amount must be completed by the County and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the County and conveyed to the owner.

13. **Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the County's Procurement and Disbursement Policy.

14. **Post-construction meeting:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.

15. **Closeout:** Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting August 30, 2021.
- Applications must be turned in at the Beaufort County Administration Building located at 121 West 3rd Street, Washington, NC 27889 or The Wooten Company, 301 W. 14th Street, Greenville, NC 27834 by 5:00 PM on September 30, 2021.
- Households selected from applications on October 29, 2021.
- All rehabilitation work must be under contract by October 15, 2022.
- All rehabilitation work must be completed by December 31, 2022.

How do I request an application? Just contact:

Amy Sutton, Project Assistant
The Wooten Company
301 W. 14th Street
Greenville, NC 27834
Phone: (252) 757-1096

Or pick up an application at the Beaufort County Administration Building, 121 West 3rd Street, Washington, NC.

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the County of Beaufort realizes that there is still a chance that some applicants or participants may feel that they were not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

<u>During the application process:</u>

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Brendan Nolan, Project Manager/Rehabilitation Specialist within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.

3. The County of Beaufort will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed per the contract, he/she must inform the contractor and the Rehabilitation Specialist.
2. The Rehabilitation Specialist will inspect the work in question. If it is found that the work is not being completed according to contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by the County Manager.
4. Should the mediation conference fail to resolve the dispute, the County Manager will render a written final decision.
5. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be noted and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to County employees who are directly involved in the program, Consultant, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, or member of the County Commissioners, or entity contracting with the County that exercises any functions or responsibilities with respect to URP21 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, County Commissioners and others closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the County Commissioners and written permission from the NCHFA.

What about favoritism? All activities under URP21, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to **race, color, religion, national origin, sex, familial status and disability.**

Who can I contact about URP21? Any questions regarding any part of this application or program should be addressed to:

Brian Alligood, County Manager
County of Beaufort
121 West 3rd Street
Washington, NC 27889
Phone: (252) 946-0079

Brendan Nolan, Project Manager
The Wooten Company
301 W. 14th Street
Greenville, NC 27834
Phone: (252) 757-1096

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this ____day of _____ 2021.

_____
Frankie Waters, Chairman
County of Beaufort

_____
Attest

Beaufort County
Procurement and Disbursement Policy
URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, Beaufort County (the County) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the County's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance.) Any contractor listed with and approved by the County and in good standing will receive automatic approval status on the contractor registry.

2. At least three eligible contractors on the County's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the County's cost estimate, and (c) there is no conflict of interest (real or apparent).

3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.

4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.

5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.

6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the County. The change order must also detail any changes to the original contract price.

7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.

8. The County reserves the right to reject any or all bids at any time during the procurement process.

9. In the event of a true emergency situation, the County reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.

10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the County's Rehabilitation Specialist, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.

2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the County's Rehabilitation Specialist, payment may be withheld until such time the work is satisfactory. (Contractors may follow the County's Urgent Repair Program Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).

3. The County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____2021.

Beaufort County

BY: _____

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Chairman Frankie Waters

Agenda Title: September 11th Resolution

Summary of Information: On the 20th anniversary of the September 11th terrorist attacks, Chairman Waters asks the Board to approve the attached resolution honoring those who served and/or were affected by the events of that day.

Submitter Recommendations/Motions: Approve the resolution as presented.

Attachments:

September 11th Resolution of Rememberance

Whereas, this year marks the 20th anniversary of the terrorist attacks carried out against our nation on September 11, 2001; and in recognition of this solemn commemoration, days of prayer and remembrance have been set aside to remember the thousands of lives lost and the innocent men, women and children forever changed by those heinous acts; and

Whereas, we are reminded that the great strength of America is found in the hearts and souls of its citizens, as we witnessed police officers, firefighters, rescue personnel, members of the military and private citizens demonstrating extraordinary courage and risking their lives to save innocent victims, and our country united in compassion as Americans came together to provide relief and bring hope to others; and

Whereas, this is a time to remember and honor those who lost their lives in the September 11th attacks and honor those who performed with bravery and commitment to save the lives of others, to reflect on the sacrifices of our fallen comrades, both military and civilian, their families, and the sacrifices of many others who perished that day;

Therefore, Be it Resolved, The Beaufort County Board of Commissioners asks all citizens of Beaufort County to join them in remembering and honoring those who rose to service and came to the aid of citizens in need, to honor the individuals whose lives were lost or were injured, to remember the families who were affected and to continue to live our lives throughout the year with the same spirit and unity, service, and compassion that was exhibited throughout the United States following the Terrorist attacks on September 11, 2021.

Adopted this the 7th day of September, 2021

Frankie Waters, Chairman
Beaufort County Board of Commissioner

Kathleen Mosher, CMC, NCCCC
Clerk to the Board

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Commissioner John Rebholz

Agenda Title: Jail Committee Update

Summary of Information: Commissioner Rebholz will update the Board on the progress of the Jail Committee.

Submitter Recommendations/Motions: Information only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Commissioner John Rebholz

Agenda Title: Information Packet Discussion

Summary of Information: Commissioner Rebholz would like to discuss the information received in the information packet to give the Clerk direction on what should be included on a monthly basis.

Currently included in the packet:

1. Monthly Calendar
2. Inmate List / List of Prisoners Confined
3. Veteran Monthly Compensation Award Table
4. Real & Personal Property Collections
5. List of parcels given to ZLS with attorney fees
6. List of parcels given to ZLS with no action
7. Top 50 Delinquent Taxpayers
8. Current County owned property available for upset bid
9. Environmental Health
    a. On-site wastewater activity memo
    b. Food, Lodging, Institution Report
    c. On-site Water project program
    d. Malfunctioning systems report
    e. Large industrial process systems
10. Any other information requested to be included

Submitter Recommendations/Motions: Informational

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Requested Reports - Sheriff's Office

Summary of Information: At Commissioner Richardson's request an e-mail was sent to the Sheriff's Office on Monday, August 30, 2021, requesting the following reports:

1. Ankle Bracelet Report – A report reflecting who and how many defendants are currently involved in this program

2. Criminal and Civil Contacts Report

If the reports are received by the meeting date Commissioner Richardson would like to hold a brief discussion about them. He would also like to discuss the attached list of vacancies in the Sheriff's Office.

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County Sheriff's Office Current Vacancies - August 30, 2021

Position	Description	Group/BU	Location Desc	Number of Employees
431017	DEPUTY SHER CORPORAL	FULL	SHERIFF	0
431018	DEPUTY SHERIFF	FULL	SHERIFF	0
431026	DEPUTY SHERIFF	FULL	SHERIFF	0
431042	DEPUTY SHERIFF	FULL	SHERIFF	0
431049	DEPUTY SHERIFF	FULL	SHERIFF	0
431072	DEPUTY SHERIFF	FULL	SHERIFF	0
431084	DEPUTY SHERIFF	FULL	SHERIFF	0
432002	ASST DET CEN ADMIN	FULL	JAIL	0
432009	DETENTION OFFICER	FULL	JAIL	0
432030	DETENTION OFFICER	FULL	JAIL	0
432511	TELECOMMUNICATOR	FULL	COMMUNICATIONS	0
432519	TECHNOLOGY SPECIALIS	FULL	COMMUNICATIONS	0
432520	TELE COMM SHIFT SUP	FULL	COMMUNICATIONS	0

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Commissioner Meeting Video Distribution

Summary of Information: Commissioner Richardson would like the Board to discuss the delay in getting Commissioner meetings out to the public. He's also requesting that he be put in charge of dealing with Suddenlink.

Submitter Recommendations/Motions: N/A

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Status of Mega-Sites - ARPA Funds

Summary of Information: Commissioner Richardson would like to discuss the status of using ARPA funds for the solid waste mega-sites.

Submitter Recommendations/Motions: N/A

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Public Library Improvements

Summary of Information: Commissioner Richardson would like to discuss assigning a value to improve the public library system using American Recovery Act funds based on density of use.

Submitter Recommendations/Motions: To assign a value to improve the public Library system using ARPA funds based on density of use.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Against Mandated Vaccintations

Summary of Information: Commissioner Richardson would like to discuss the Board making a motion on being against mandated vaccinations.

Submitter Recommendations/Motions: Motion against mandated vaccinations.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Against Mandated Vaccine Passports

Summary of Information: Commissioner Richardson would like the Board to motion and vote against supporting mandated vaccine passports.

Submitter Recommendations/Motions: Motion to state the Board is against mandating vaccine passports.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Commissioner Stan Deatherage

Agenda Title: Immigration Policy Discussion

Summary of Information: Commissioner Deatherage would like "a report from an appropriate County Authority to advise/inform the County's Governing Board of how the County is handling any illegal immigrants transported to Beaufort County as direct result of the Biden/Harris Resettlement Act; the direct consequence of their intended open border police to create the "browning of America", a major democratic socialist initiative."

Submitter Recommendations/Motions: Discussion only.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Closed Session

Presenter: David Francisco, County Attorney

Agenda Title: Closed Session - Attorney/Client Privilege

Summary of Information: The Board of Commissioners will go into Closed Session for Attorney/Client Privilege to discuss file #19-PTC-149 and to discuss Beaufort County vs. Amerisourcebergen Drug Corp., et al., No.: 1:17-MD-2804, US District Court, Ohio, under NCGS 143-318.11.

Submitter Recommendations/Motions: Motion to go into Closed Session under NCGS 143-318.11(a)3 to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

Attachments:

Beaufort County
Agenda Abstract

Meeting Date: 9/7/2021

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments:

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