The Beaufort County Board of Commissioner met in regular session Monday, February 7, 2022, 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

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

Service Award Presentations

Ms. Deloris Creasman said at this time I'd like to recognize three county employees for their service to Beaufort County. She said Alexis Cordon has five years of service at Beaufort County Health Department. She said we have Kimberly Hough who also has five years of service at Beaufort County Health Department. She said both Alexis and Kimberly, they are not here tonight to receive their awards. She said also receiving an award would be Ann Williams and this would be for 20 years of service and she's an employee at Beaufort County Soil and Conservation.

Chairman Waters then presented Ms. Williams with her 20-year service award.

Public Comments

Mr. Ronnie Hardison said we have got a problem in this County. He said a lot of trash beside the streets, people hauling used materials up and down the highway without a tarp and stuff on it. He said especially around Pinetown we've got a lot of trash blowing on people's yards from other people's residents and nobody wants to really address it. He said when you do call somebody to address it though you just about have to beg them to come down and check it out. He said I did finally get Sergeant Buck from the Sheriff's Department and we're working on some things to cleaned up and straightened out but it's sad for, you just ride around this County and see the trash that's out here. He said no respect for other people's

property or other things, especially on my rows and stuff like that and I think something needs to be done about it, I mean it's past overdue. He said I thank you for this time to be able to say what I've got to say.

Ms. Patricia Garrison said two weeks ago a group of doctors testified in a five-hour round table before the Senate of the United States. She said these are military doctors that have been treating patients for approximately 20 years. She said they noticed that after the Covid shot there was a drastic increase in adverse reactions and health problems just in the military personnel that they were treating. She said they stated that the data showed that once the Covid shots were implemented service members began experiencing previously rare conditions at numbers astronomically higher than the prior five-year average. She said a five-year average of 82,000 with approximately 72 conditions in five years. She said in one year it jumped to 863,000 adverse reactions and here's a list. She said 1,000% increase in neurological issues, 471% increase in female infertility, 467% increase in pulmonary embolisms, 300% cancer diagnosis, 300% increase in miscarriages, 391% in Bell's Palsy, 269% myocardial infarction. 156% increase in congenital malformations in children of military personnel, and this is just the military, this is not the private sector. She said if anyone has had an adverse reaction to the Covid shot they can go on what's called the VAERS System and file their information. She said eleven years ago the CDC was told that this system could no longer support the data that was being plugged into it. She said it was antiquated, needed to be updated, it has not been done. She said approximately seven weeks ago there was a total of close to two million people that had listed adverse reactions to this shot. She said what they're finding out now, because the data system cannot hold and maintain the information, as new reports are being filed the old ones are being kicked off. She said reports of children having adverse reactions are not even being listed, they're automatically being kicked off the VAERS report. She said Dr. Robert Malone, anyone know who he is, he invented the mRNA vaccine. She said he has a total of nine patents on the mRNA vaccine. She said he has said that this is dangerous to give children, children should not be vaccinated with the Covid shot. She said he has stated there are 16,000 physicians and medical scientists around the world that have signed a declaration that children, healthy children should not be vaccinated with this vaccine. She said a viral gene is injected into your children's cells, they create toxic spike proteins which enter into critical organs, including the brain, the nervous system and blood vessels. She said it makes them prone to blood clots. She said if you're not pissed with this information, you better check that pulse.

Ms. Dot Moate said a couple things I wanted to mention was earlier the ladies from the Health Department spoke and I want you to know that all of my experience with that department has been outstanding excellent service and I just wanted everyone to know if you haven't been to the Health Department recently. She said the other item was the gentlemen who spoke about the trash alone the side of the road, absolutely it's the worst I've ever seen it. She said it could be from the weather or whatever, but somebody needs to go around and pick it up. She said I'm embarrassed to tell people I live near some of these streets, they're so bad. She said something for you to really think of. She said the last thing I want to say is every time I come to these meetings, and I'm here quite often, there's always a long list of things to talk and discuss and make decisions if you can get it through but it has to do, and I don't like to point fingers but in this case it's obvious. She said every agenda there are eight to ten items that Commissioner Richardson has asked to put on there, which is always, most always having to do with the Sheriff. She said well if he doesn't like the Sheriff and he can't get the information, the Sheriff won't give him, why doesn't he just keep his mouth shut. She said I don't understand Commissioner Richardson why you keep on going after this when there are rules and regulations of what he has to do and not your regulations.

Commissioner Deatherage said point of personnel privilege Mr. Chairman. He said our rules don't extend to attacking any one Commissioner at any time. He said did you change the rules.

Commissioner Richardson said I will answer her publicly and teach her something about what government is since she does not understand.

Ms. Dawn Slann said three minutes and two topics, so election integrity is the first topic. She said this is not a partisan topic, it shouldn't matter what party you're affiliated with, elections should be free from fault and fair. She said a group of volunteers form the election integrity team and they examined publicly available raw data from the North Carolina State Board of Elections for ten months to determine if the outcome of the integrity of the 2020 election in North Carolina were tainted by fraud. She said not a full forensic audit research that the election integrity team created. She said they discovered various irregularities that could've influenced North Carolina's 2020 election. She said these factors had an impact on overall voting totals for all candidates in every North Carolina County. She said this is something that must be treated seriously. She said the facts and conclusions are based on publicly available data. She said the North Carolina State Board of Election has the same raw data files available. She said we discovered three types of irregularities that potentially

disenfranchise all North Carolina votes, election and voter anomalies, election equipment and software anomalies, and federal and private grant issues for the 2020 election. She said the study also provides strong evidence that voting machines were connected to the internet and that fractional vote counting was used. She said as a result we recommend a full forensic audit of the 2020 election in North Carolina as a result of the findings. She said the full forensic audit will either prove or disprove the findings, easing the frustration of North Carolinians concerned about the integrity of their elections. She said the elections are critical to the freedom of our Country regardless of which party a voter belongs to. She said we will not have a free Country unless we have fair, honest elections. She said recently one of our elected officials stood up and said we can't worry about 2020, once someone's sworn in there's nothing you can do. She said well if that's the attitude of the person standing up for us in Raleigh it becomes the responsibility of the people and the counties to take it upon themselves to open an investigation. She said for Beaufort County to determine if and to what extent the 2020 vote was impacted, I'm asking that this Commission to do that and that we continue towards the vote in November with a forensic audit of the system. She said the second item I'd like to talk about is the time on the agenda, just like the public citizens are held to three minutes, I'm asking that because of your long agenda that both the Commissioners and the presenters stick to the time that's on the agenda.

Legislative Updates for Elected Officials

No elected officials attended.

Items for Consent

1. Budget Amendment, DSS
2. Budget Amendment, Health Department
3. Amended Budget Amendment, Soil and Water
4. Budget Amendment, Watershed Project
5. Budget Amendment, Architect Fees
6. Tax Collector Refunds
7. Tax Assessor Refunds
8. EMS Oversight Committee Appointment
9. Approval of Board of Commissioner Minutes

Commissioner Richardson said I would like to pull item #4 to gain additional information, budget amendment, watershed project from Soil and Water Conservation.

Motion: Vice-Chairman Langley motioned to approve the consent agenda, with the removal of #4. Commissioner Rebholz seconded.

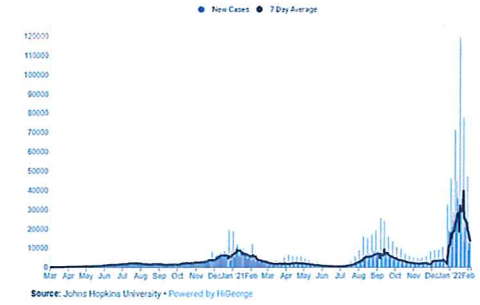
Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	
Commissioner Walker	

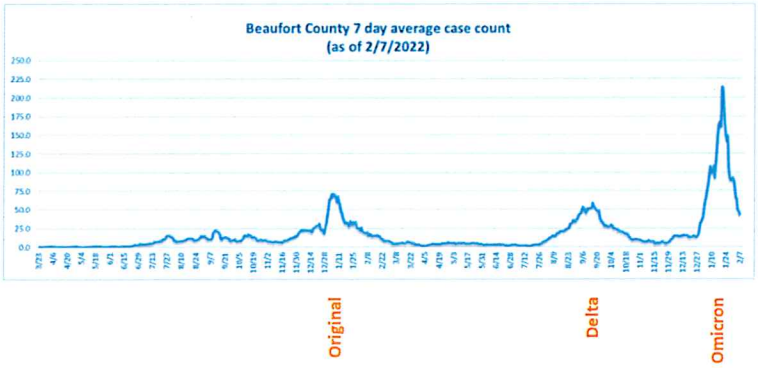
See Addendum 1

Covid-19 Update

Mr. James Madson said he's going to dive right into the data for you. He then gave the following presentation:

North Carolina 2.47 Million



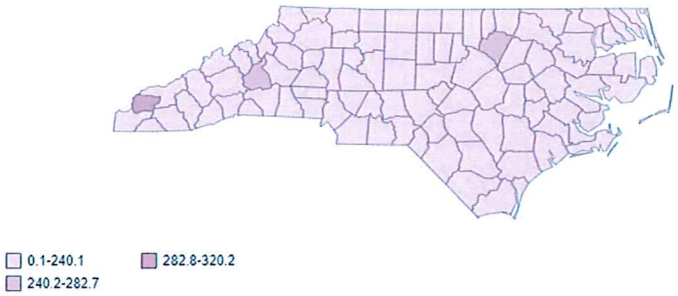


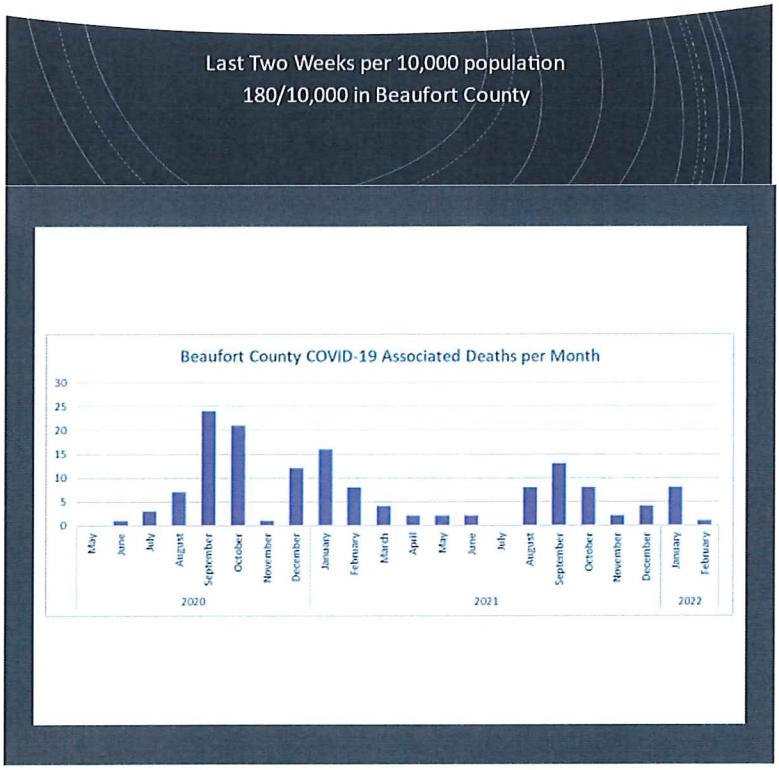
Monday, February 7, 2022		
Tests conducted on Beaufort county residents (to date)	73,359	
Total cases (tested positive)	12,128	
Total hospitalizations that have occurred	448	3.7%
Total Deaths*	147	1.2%
Average age of deaths (years)	75.0	
Known active cases currently in the county	620	
Currently hospitalized	25	4.0%
Currently on a ventilator	4	
Total cases recovered	11,361	93.7%
Seven (7) day average case rate	42.9	
Positive cases June 1 to Dec 31 (2021)**	3,447	
Breakthrough (positive after completing vaccination)**	663	19%
Positive cases since Jan 1, 2022 (Omicron influence)***	4,017	
Breakthrough (this data lags behind case count)	1,223	30%
Deaths* from long term care facilities	56	38%

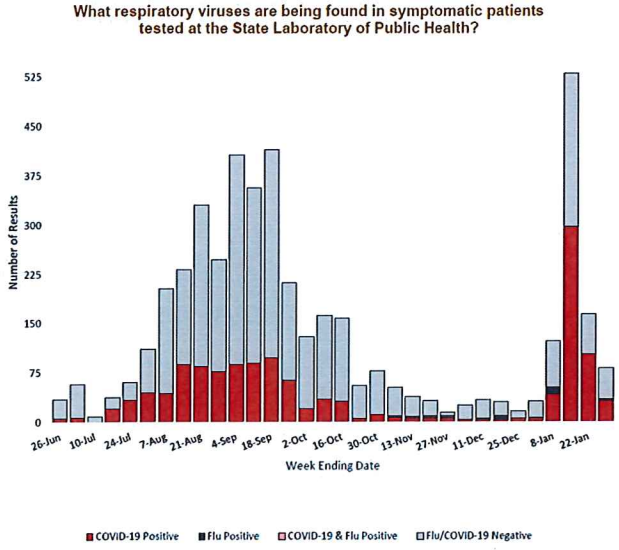
*Deaths reported through this website have been confirmed through a review of the death certificates. This validation process can sometimes take a long time when a resident passes in another County or State. Other sources may report presumptive totals and therefore will vary with those reported here.

**June 1, 2021 is used as a starting point due to first breakthrough case and start of Delta Variant detected in area.

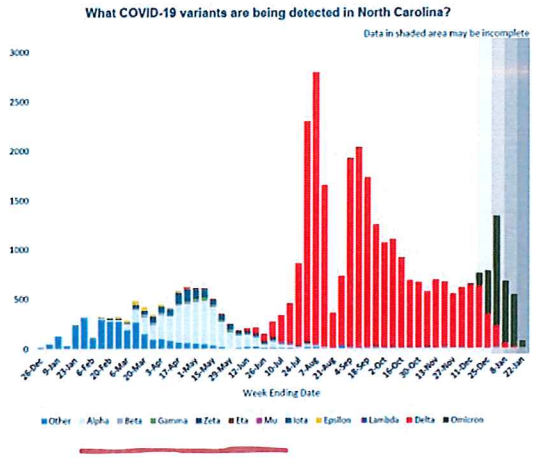
***This period is used to determine influence of Omicron Variant on County

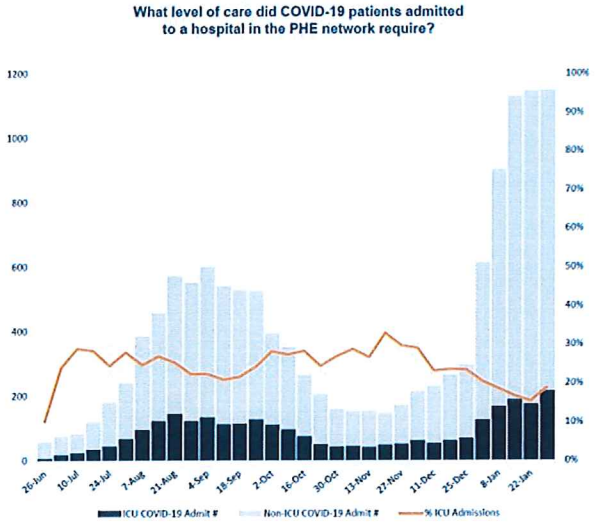

0.1-240.1
240.2-282.7
282.8-320.2


Last Two Weeks per 10,000 population
180/10,000 in Beaufort County
Beaufort County COVID-19 Associated Deaths per Month
30
25
20
15
10
5
0
May
June
July
August
September
October
November
December
January
February
March
April
May
June
July
August
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January
February
2020
2021
2022

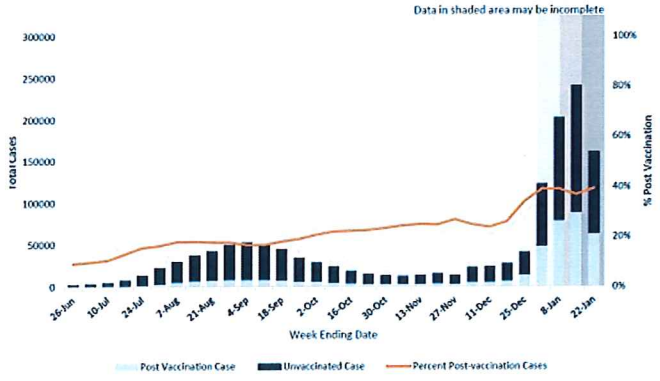

What respiratory viruses are being found in symptomatic patients tested at the State Laboratory of Public Health?
Number of Results
525
450
375
300
225
150
75
0
26-Jun
10-Jul
24-Jul
7-Aug
21-Aug
4-Sep
18-Sep
2-Oct
16-Oct
30-Oct
13-Nov
27-Nov
11-Dec
25-Dec
8-Jan
22-Jan
Week Ending Date
COVID-19 Positive
Flu Positive
COVID-19 & Flu Positive
Flu/COVID-19 Negative

Delta
Omicron

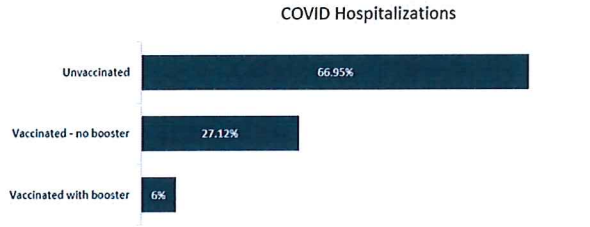


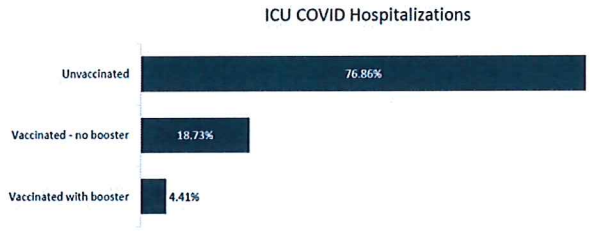


NC Cases based on vaccine status



NC Hospitalization based on vaccine status

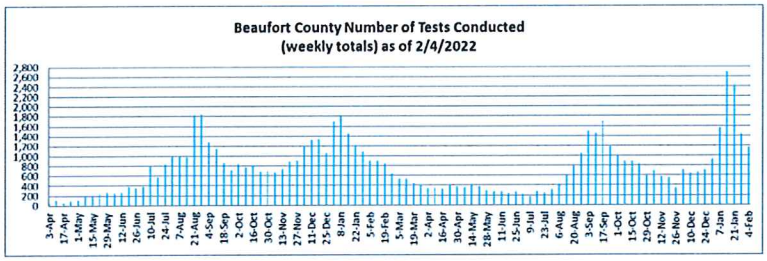


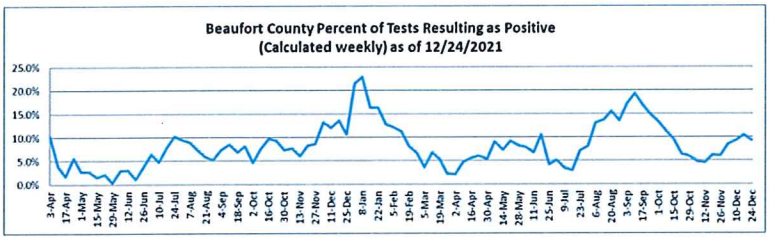


General Information

- Vaccine for 6 months to 4 years (EUA by end of month?)
- COVIDtests.gov (4 tests per house)
- Case counts and Positivity reporting
- Endemic picture







Test Sites

- Testing done at Health Department every workday from 7:30 to 11:00 (Vendor)
- 810 Hackney Ave, Washington– 8:00 to 5:00 M-F (Vendor)
- Working to set up test site in Blounts Creek
- If transportation needed, call BATS by 1:00 for an appointment (252.946.5778)

Monday, February 7, 2022	Total	
Beaufort County Population (NCSCHS)	47,079	
Residents that are partially vaccinated against COVID-19	26,876	57.1%
Completed COVID-19 vaccine series (all vaccines)	25,155	53.4%
Received extra dose or has been given a booster	12,070	
Population over 65 years of age (NCSCHS)	11,281	
Over 65 that have received first dose of COVID-19 vaccine	10,701	94.9%
Over 65 that have completed series	10,287	91.2%
Adult Population (18 and older)	37,758	
Partially vaccinated	25,515	67.6%
Fully vaccinated	24,024	63.6%
12-17 year olds vaccinated	3,295	
Partially vaccinated	1,008	30.6%
Fully vaccinated	871	26.4%
5-11 year olds vaccinated	3,604	
Partially vaccinated	353	9.8%
Fully vaccinated	260	7.2%

Vaccine Info

- **Health Department Drive-thru**
  - COVID vaccine (Moderna, Pfizer, & J&J)
  - Times 12:30 to 4:00
    - Tuesday – 1st, 2nd and additional doses
    - Wednesday– Boosters
    - Thursday– Boosters

Commissioner Deatherage said it seems like Omicron is probably the most contagious variant that we've seen so far but the least deadly of all the variants. He said I've noticed that the death rate, by the numbers that you have to give, which as you say now are incomplete, the death rates dropped to 1.22%, which is the lowest it's been in probably a year.

Mr. Madson said death rate, mortality rate.

Commissioner Deatherage said yeah, mortality rate. He said dividing the number of cases confirmed that you know of into the number of deaths.

Mr. Madson said right, so the original spike that we had there was one death for every 75 cases that was reported to us, and this was in North Carolina, and we follow pretty close to that in the County. He said with the second one it was one in about 100 people and with this one it's one in about 1,000 people so it's ten times less as far as mortality goes.

Commissioner Deatherage said next question, in Beaufort County you did say even children 5 to eleven were getting vaccinated. He said in 11 and up, what are those numbers again if you don't mind repeating them.

Mr. Madson said it's 12 to 17 we've had 1,000 people partially vaccinated and 871 fully vaccinated.

Commissioner Deatherage said are the parents and or the children told of the risks that may be involved if they get vaccinated. He said considering they're young, most of them are young and strong and hopefully it's their choice whether to get vaccinated or not because some children are stronger than others, we all know that. He said but if they're young and strong are they being advised to be vaccinated.

Mr. Madson said yes, the American Academy of Pediatrics is advising them to go ahead and get vaccinated.

Commissioner Deatherage said they are.

Mr. Madson said yes sir, so we're in compliance with that. He said we have a general risk statement that the parents sign just saying that there's risk of reaction to the vaccine.

Commissioner Walker said a person from here gets sick here, gets tested here, gets really sick and ends up in Greenville and passes away, is that a Beaufort County death or a Pitt County death.

Mr. Madson said if they're, it's reported by residents so if they're a Beaufort County resident it gets reported to us, now it takes me a lot longer to get the death certificates from Pitt County but I don't officially call it a death until I see that so it may take a couple of weeks more.

Commissioner Walker said I think you said that, but it's been so long.

Mr. Madson said that's one of the things that we decided we were going to do was see the death certificate before we call it a Covid death.

Health Department Covid Pay

Mr. Madson said on January 18th the Board of Health met and they asked me to come to you for a bonus to the Health Department staff and three EM staff, personnel. He said the AA that we have from the state allows us to do what's called enhanced pay for public health staffing. He said so the money would come out of that AA and not County funds. He said I want to make sure you all understand it's not about staff working through Covid but that the Covid response had on my staff. He said I'll give you a couple of examples, I have a WIC person, a nutritionist, they work in the WIC office. He said all day long they've been seeing mothers and babies to deal with nutritional needs and food in order to make sure the baby is healthy and stuff, this is what they've been doing all along. He said during Covid they've been doing that, but I've also been coming to them with packets like this, twenty of them, and asking them to call because they're positive people and they talk to those positive people, and they get a list of who they've come in contact with and then they call all those people so they'll follow those twenty people for ten days. He said originally it was for ten days and then it went down to five days so they're continuing to do that as well as continuing their work. He said I have environmental health folks who are supposed to go out and do septic system permits and supposed to do restaurants. He said they do like four of them a day of restaurant inspections but then I'll call them up at 7:00 in the morning and ask them if they can swing by and pick up a trailer and carry it out to the community college and unload that at the community college and do all this extra work setup

for us to do for vaccination pods for boosters and stuff like that. He said then I have quite a few of my staff who are more involved in Covid who are heavily involved in the lab. He said when we do a lab test there's a lot of paperwork that comes with that and then we have to get it all ready and ship it out and stuff like that, so these are extra things that we're asking health educators to do, these are extra things we're asking the social workers to do that goes above and beyond but we're still asking them to do their regular job as well. He said so think about all the extra paperwork, the education, the vaccinations, so I'm proud the Board of Health recognized that work and I'm proud to be up here to talk to you all about that and again, let you know that I think they've done such a good job. He said most people in the public, I hope they're coming to you and letting you know how good the work is they're doing but that's been above and beyond their other job and that's why I'm glad to be up here and talk to you about the Board of Health recommendation for this bonus. He said so what they asked for is a $1,200 bonus for staff and the three EM folks, and I'll tell you about the three EM's, they're Chris, Melissa, and Clark because they did a lot of work above and beyond Emergency Management stuff. He said they did a lot of work moving things around, they designed the scheduler we have so when you go on line and you click on that, that was their work to make that happen and then they made it so it could cross reference with your shot records so when we process you through those pods you all didn't have to wait an extra 15 minutes for us to do all that paperwork and writing it all down. He said if you all went through it you know how fast it was so that's why I'm including them in here. He said so what they want to do is two allocations, one in February that covers every month the staff member worked from July 1st, so if you were here working at the Health Department in July then you get $800.00, and the second allotment would come in May or June and that would represent the last year if you've been here. He said if you leave you won't get that, I guess. He said that's how they wanted me to present that to you all. He said I'll be glad to answer any questions.

Commissioner Rebholz said the money that you're talking about is coming out of something called Covid-19 equipment.

Mr. Madson said well that's the line that it's in, it's just the line, a place holder for where it's put in.

Commissioner Rebholz said but this is state money right.

Mr. Madson said yes, it is state money.

Commissioner Rebholz said does the state have to approve this.

Mr. Madson said it's already been approved because it's in the AA.

Commissioner Rebholz said okay, I guess my other comment is this, I think this Board has a lot of respect for your organization and all that they've done but I worry the impact of doing this for you all and not doing anything for DSS and the other, some of the other agencies that were also strained during this and the impact of that on moral.

Mr. Madson said that's why it wasn't about the strain of Covid, it's about the extra work they were asked to do.

Commissioner Rebholz said DSS had that same problem. He said you got a lot of extra help too, didn't you.

Mr. Madson said I did, I did get some extra help.

Commissioner Booth said I sort of agree with Commissioner Rebholz in what he said. He said your people do a remarkable job, and I probably would support this, but I also would like to see other employees get the same thing. He said you don't have another employee out there that, if we get, if somebody in here has Covid tonight Ms. Smith has a guy that has to come and sanitize the place, you know the virus is in here if someone in here has Covid. He said that's the problem I have, and I would vote for it if we were to do something for every employee because every employee has had an impact from Covid. He said the Tax Office, DSS, the Maintenance Department, Water Department and God knows the Sheriff's Department and that's the only problem I have with it. He said your people do deserve it, don't get me wrong, and on that same token if they took a wagon out to the community college before 7 o'clock they get time off for it, I'm sure they do.

Mr. Madson said my reference was that they still have to do their regular job on top of that.

Commissioner Booth said but they still get the time off for it for that hour early, am I correct.

Mr. Madson said you're correct on that, that's not what I meant to say but you are correct.

Commissioner Booth said and I support it, but I also want to see something done for every employee, all 377 of them. He said I appreciate your board for having the courage to listen to you and I wish that some of my Board would listen to me. He said I'd give every County employee a bonus.

Mr. Madson said the Board of Health doesn't have any authority over anybody else except their employee but you're right.

Vice-Chairman Langley said I have a question for the Manager. He said do any of the other agencies have that same line item or is it specific to the Health Department.

Mr. Alligood said these funds are specific, what they call AA funds, it's money that comes down from the state to the Health Department with a certain directive, they're called AA funds. He said so in that description of what those funds could be used for they had approved that. He said if the question leads to is there an opportunity to use other funding for folks outside of the Health Department, which I think is where the question's going, there is an opportunity to do that. He said ARPA funds do allow some of that. He said there has been, you guys have probably been following, the final rule for ARPA came out last week, it's still being hashed through, there is a general revenue loss piece in there that has been broadened a little bit so to be fair and above board if the question is are there opportunities to do additional things for folks who are not under the Health Department there probably are. He said we would just have to make sure that we got clear direction from the Board on what you wanted to do and work through that with the Finance Office.

Vice-Chairman Langley said I feel that if we do it it's going to happen for the Health Department. He said I agree with Commissioner Booth and Commissioner Rebholz, and I realize they didn't really say this, but I think all employees should get it. He said I don't think we should ever get to the point where we reward one sect of our employees and exclude everybody else so I would say, and if somebody will agree with me, can you do the research and find out exactly what it is and what it would cost and bring that back to us and then we make an informed decision.

Mr. Alligood said we are happy to do that for you.

Chairman Waters said are all of these full-time employees, the numbers that you have here.

Mr. Madson said yes sir.

Commissioner Richardson said well when he brings it back of course you will give us the source of the funds so that we know what would come out of our fund balance.

Mr. Alligood said it would be ARP funds.

Commissioner Richardson said it would all be ARPA funds, you think ARPA funds would apply to all employees.

Mr. Alligood said I think that there's an opportunity to do that, yes sir.

Commissioner Richardson said of course we're reducing some other funds for other things when we do this.

Mr. Alligood said it's only one pot of money so it's not self-perpetuating.

Commissioner Richardson said do you want a motion for the Health Department or do you want to wait for all employees.

Vice-Chairman Langley said all employees.

Commissioner Walker said yeah, we've got to wait for all employees.

Chairman Waters said I think the consensus is to wait until we have the information from the Manager and Chief Financial Officer.

Commissioner Richardson said we're talking about half a million dollars overall.

Chairman Waters said we would be making that decision, I'm sure you can bring it back to the March meeting.

Vice-Chairman Langley said a portion from the Health Department would be deducted from that because of the line they have, correct.

Mr. Madson said we can do that.

Chairman Waters said will you express that to your board.

Mr. Madson said yes sir.

Commissioner Booth said come back in March and if we can't do it for everybody I'll still support you.

See Addendum 2

Update on ARP Funding for Volunteer EMS and Fire Departments

Mr. Chris Newkirk said I'd like to take a moment tonight just to update you all on some of the Covid funds on the state level that are now available to fire departments. He said I know several months ago there was discussion by the Board about how we could support fire departments, particularly on the side of the potential loss revenues fund raising initiatives. He said what we've passed out to you now is just a summary of what's currently available through recent state legislation. He said so through recent state legislation there was some money set aside for fire departments through the office of the State Fire Marshal's office. He said there was some very basic requirements in order for departments to be eligible for those funds. He said they had to meet the current 9S requirements, which are the state minimum standard to be acknowledged as a department in North Carolina. He said they had to be all volunteer or have less than six paid positions. He said now as we, the interpretation we received on the six paid positions, some of our departments like Chocowinity has daytime staff. He said they have two people each day, but they may have multiple people that they use to fill those positions. He said they would consider that two positions and not two employees if that makes sense. He said also have to be reporting through NFIRS, which is the national data base where fire reports are submitted. He said a lot of these things are already required for grant funding and additional state funding so all of our departments would meet these requirements. He said the only one that would be excluded is the City of Washington because of the number of paid positions. He said these two grants, the first one came out in December, it's a $10,000 Covid relief grant. He said the purpose of that was to substitute, or be that gap fill for lost revenue in departments. He said this was an on-line application. He said just a couple of pages of brief information and a check will be sent to the department for $10,000 for them to use however they see fit in their operational budget. He said those checks have not been cut yet, they're expected to come out some time in June, from what we're understanding from the OSFM office. He said so the $10,000 grant will be available this fiscal year. He said the second grant you see is a supplemental grant. He said that's a more robust grant, it's going to be a $35,000 grant available to departments. He said those funds are going to be available to departments next fiscal year. He said again, it's an application process the departments would complete on-line and it's specifically for either equipment or capital improvement items and it also follows the procurement process that past state grants have used where a department would complete the on-line application that they would identify through a state portal where they would identify what items they want to use that money for. He said once approved the department would purchase those items and then the state would reimburse them for that purchase. He said this particular grant is somewhat of a competitive nature meaning the grant window is currently open. He said departments can start that process. He said the state, once the application window closes there's a scoring criterion that they apply to all those applications. He said from what we're being told from OSFM the biggest points are going to come down to current operational budgets and population that they serve, and they'll work from the bottom up, so you're smaller, more rural, the less funded departments, in theory, should rank higher in score for this $35,000 and they'll disburse that money out until the total pot is gone. He said so that is a quick update on where we are with state initiatives for Covid funds. He said one thing that we are, well, we will be monitoring specifically with the $35,000 grant, we could potentially have a circumstance in which a smaller department is awarded that grant, but they would not have the $35,000 cash on hand to make that purchase prior to being reimbursed so that is a possibility. He said we're going to continue to communicate with our departments who are in these grant applications and if that need arises we'll bring that to you all to see what avenues exist to be able to help them. He said I'm happy to answer any questions on these two initiatives.

Commissioner Booth said I think you stated but I missed it that every department that we have except Washington are eligible for these grants.

Mr. Newkirk said yes sir.

Commissioner Booth said there's no match to them.

Mr. Newkirk said no sir. He said they are no match grants for either one of these.

Commissioner Booth said the last part you stated was some of these smaller departments don't have the $35,000 to stand to get the money.

Mr. Newkirk said that could potentially be the case, yes sir.

Commissioner Booth said and you'll come back to us to see what we can do.

Mr. Newkirk said yes sir. He said if that happens, what that will look like in the future is we expect this scoring criteria to take place sometime in the summer, maybe early fall, as the new budget year cycles around and that would be a letter from the state to those individual departments saying you have been approved for this grant and there's an actual agreement they would have to sign. He said that's when we would know from those departments.

Commissioner Booth said is there a time limit for when they have to spend it.

Mr. Newkirk said there will be a time limit, I'm not sure what that's going to be.

Commissioner Rebholz said do you know of any of the units that have applied for this.

Mr. Newkirk said yes sir. He said we have been having ongoing conversations with our departments both in meetings and in emails. He said the $10,000 grant, like I said, became available in December. He said from the best we're able to monitor that pulse all of our departments have applied for the $10,000 and I know we have spoken, the $35,000 grant opened last week, and we have spoken to several departments who have already applied for that as well. He said we're encouraging those departments to take advantage of it. He said it does, from our conversations our departments seem to be utilizing these monies to purchase radios in the future. He said we know that's an expensive gap that we're all concerned about in the County and the departments that we've talked to are telling us we're going to use this money to purchase radios.

Commissioner Rebholz said does any of the departments, have they lost more money than this would cover. He said we went through that several months ago, but I don't remember the numbers.

Mr. Newkirk said I'm not sure, but we can certainly try to gage that for you if you like but I don't have the information to answer that question.

Medical Transport Franchise, 2nd Reading

Mr. Newkirk said as you recall, at the last Commissioners meeting we brought to you a franchise application from Med-Ex to function as a non-emergency transport in the County. He said procedural wise tonight would be the second reading of that, which would be action from you so that's what we have before you tonight, the second reading of Med-Ex and the decision of the Board whether to allow that or not to function in the County.

Motion: Commissioner Booth motioned to approve the franchise for Med-ex in Beaufort County. Commissioner Walker seconded. The vote was unanimous.

See Addendum 3

Solid Waste Convenience Site Updates

Ms. Christina Smith said I will be talking first about the Solid Waste Ordinance and then Mr. Overman will be following up with an update on some of our improvements for our collection sites. She said it's actually timely that Mr. Hardison was here today to speak about this and Mr. Overman and I are both fielding phone calls from residents on solid waste in the County so again, I don't know, along with what someone else said, if it's the weather along with the brown grass, everything's dead and you're able to see the bags and that type of thing more this time of year but it's definitely an issue and it's something we've been talking about for many months, which is why we are working to re-write the Solid Waste Ordinance. She said just as a refresher, the current ordinance is dated 1974, it hasn't been updated since then so we're doing a comprehensive update. She said one of the things I'd like to talk about, there are a couple of items that are in this regarding penalties. She said that's one of the things when people call they always want someone to do something, someone

to help clean it up. She said the challenge with that is that you have to have something to fall back on. She said the Sheriff's Department has to have something to fall back on when they go out there to speak with them or, if it's the pleasure of the Board in the future to hire a code enforcement officer, that's something that has been discussed previously, they need to have the actual penalties outlined. She said so before I get to those specific penalties, just to let you know what we are working on and then you can tell me if there are other things you would like to add, one of the areas I do want people to know, the Magnolia School Road is an area that does have a lot of debris along the side of the road. She said Mr. Overman contacted NCDOT to come in and take a look at that area. She said again, the County does not have employees to clean up litter from the rights-of-way. She said we do have people that have issues with illegal dumping that is going on in their private property but again, it's private property so the owners of the property are the ones that need to take action with that. She said that's, we currently don't have that where the County can go out, we don't have the manpower or it's listed in the ordinance for us to go out and take action on that however, with this new ordinance it would give us a little bit more to stand on. She said one of the basic premises that the penalties are based on, bear with me as I read it to you, in general it says "it is the intent of this article that each person is responsible for the management of his own waste and is responsible for all acts involving vehicles and equipment owned by him. The owner or operator of the vehicle shall be responsible for dumping, littering or other violations in which the vehicle is used. The addressee of first-class mail shall be responsible for the proper management of that paper associated with that mail when it becomes waste. The presence of first-class mail in waste material shall be prima facia evidence that the addressee owns that waste." She said so again, using that language we're able, if we find waste, through an investigation someone has the mail, it then gives them someone to go back and speak with. She said some of the penalties, again, we've done a lot of research on different counties and different ordinances. She said they're both criminal penalties, as well as civil penalties that may be assessed for different offenses. She said some of them are very vague, some of them have some very high fines and then, in my opinions, some of them have some very low fines which would not be a deterrent for people to do the action that we're trying to prevent. She said what we currently have in our draft ordinance is something in the middle. She said most of the offenses, currently as will be submitted to you will be a three-offense type system. She said first offense, second offense and then all subsequent offenses will have a dollar sign. She said again, once you see this you may chose not to do this. She said you may say it's a one-time fee and take that stance or you may say warn them one time and then after that it's a much higher fee so again, those are the specifics we will get into once the ordinance is presented. She said currently it stands at three-penalty pattern. She said what I'm going through now are some of the individual penalties that could be assessed for different items. She said again, we may choose to combine these, or we may keep them separate. She said it does seem to be very specific but as staff will be called to enforce these, the more specific you are the easier it is to enforce it with the citizens, as well as if it goes over to the courthouse it's a little bit easier for everyone to understand. She said the first one is scavenging, unauthorized scavenging of discarded items, illegal dumping, including dumping prohibited quantities of materials at the solid waste facilities, so again if somebody, a commercial user went in and dumped more than they should, dumping in waterways including streams, creeks, rivers, lakes and ponds, illegal burning of solid waste, tires or other rubber products, improper transportation, including uncovered trucks and unsecured loads or improper vehicles, littering in the County. She said littering includes the improper disposal of any solid waste on private or public land, highways, and rights-of-way. She said failure to remove solid waste from the property within a set time limit after notification, failure to remove bulky waste, again, within a set time from notification to remove and also unauthorized scrap tire collection, operating a scrap tire collection of more than 50 tires without a license, then any other violations that may occur. She said that's what we currently have, just wanted to let you know we are working on that.

Commissioner Richardson said is there a law in North Carolina specifically having to do with the covering of trucks.

Ms. Smith said I'll have to dig into that and that's part of the reason why this has not been sent to the attorney yet because we're trying to clarify that. She said most all of these reference a general statute, G.S. 130A and G.S. 153A, that includes a lot of the state regulations so those would be referenced that would cover that.

Commissioner Booth said you're responsible for your load. He said whatever's on your truck you are responsible for it. He said I don't know about the tarp. He said if it blew off you can get a citation for it blowing off on the side of the street.

Commissioner Richardson said okay because some states have some specific laws that if it's an item that could fall onto the highway, it's not secured but could fall onto the highway, you could be fined for that. He said when you present this will you present us with the old ordinance at the same time as when you present us with the proposal.

Ms. Smith said absolutely. She said it's also available online. She said again, just an update that we are working on that and it's pretty close to being completed. She said again, just going back through and finalizing and making sure that things are in agreement with the State general statutes and so we understand that.

Commissioner Booth said I noticed that you had three penalty sections in there, strike one, strike two and strike three. He said to me that seems like we're playing with them. He said go ahead and put the meat in it up front.

Ms. Smith said I have no problem doing that.

Commissioner Booth said the reason I said that is because people think you're joking when you start slapping the hand and tapping your toes. He said a child ain't going to believe it's hot until they touch it.

Ms. Smith said from staff perspective we would definitely agree with that because, again, if someone is doing something, which we've had recently, someone going into collection sites when the sites are closed, going in and doing things like that, we don't want the same person to come back again and we want the word to get out.

Commissioner Booth said what were they doing, when the sites we're closed they were dumping their junk in front of your site.

Ms. Smith said yes sir.

Commissioner Booth said stuff like that, we shouldn't tolerate it.

Ms. Smith said that's right, and I don't know if you can take a formal vote, you can't take a formal vote but is it the pleasure of the Board to take a more strict and a harder stance on that.

Chairman Waters said I'll give you a prime example. He said it's been probably two or three months ago I travelled between Pike Road and Belhaven on NC 99, very busy highway and about 50% of our trash is nothing more than a Food Lion plastic bag or a Walmart plastic bag. He said you know, that's something you're going to miss and we're still going to have trash on the highway unless somebody volunteers and picks that up. He said going back to Commissioner Booth's comment, one morning, early, there was a trash bag on the side of the highway. He said I didn't pay any attention to it but, I was on the way to breakfast and on the way back some animal had already gotten into it, so it was torn apart. He said I pulled over and I checked the name on it, and I called that individual that night and they assured me the next morning they would pick all that trash up and they did. He said I mean it was a full black 33-gallon size and it fell off, probably on the top of a toolbox or some of the work trucks that we have, and the guy was very nice about it. He said I have problems with somebody slapping a big fine on an individual like that. He said maybe one chance and then the next time.

Ms. Smith said right, and I agree with you, and I believe very often times it is not intentional that things like that happen but then there are some places it is very intentional. He said people backing into a piece of private property and dumping in that place.

Chairman Waters said but apparently people, when they go to the grocery store they'll buy some edible stuff and they'll put it in the front seat and as soon as they finish eating it there it goes, there's no name and no way to trace it.

Commissioner Rebholz said when you come back with this will you bring with you how all this is going to be administered and who's going to do all that and what that's all going to cost.

Ms. Smith said enforcement.

Commissioner Rebholz said well and the tracking, I mean, if you got that you're going to have to have some sort of administrative group to track if it's a first strike or second or what and send out all the letters.

Chairman Waters said I don't think it will work unless we have somebody called a code enforcer that's riding around with a Beaufort County pick-up truck and is picking it up and trying to respond to the citizen and follow-up.

Ms. Smith said yes sir and we will be happy to bring back to you the cost and additional employees and that type of thing at budget time, which, based upon our budget retreat that was our plan and my hope is that we can get the ordinance approved before that and what will happen with that is that current staff will enforce what they can but understand that it will not be full enforcement until staff is allowed to do it. She said but the way that we are writing the ordinance is we are

trying to write the ordinance in more general terms and then if things need to be changed they can be changed on an annual basis through the budget process.

Chairman Waters said will there be a section in there that affects people like Republic and all the other ones that go up and down the highway.

Ms. Smith said they would be held to the same accountability as private citizens.

Commissioner Walker said if one of the penalties, if the person offers to go clean it up is the County liable if this person gets hurt doing so.

Ms. Smith said I'm not an attorney and I do not feel comfortable answering that question.

Commissioner Walker said because I know there's so much roadside cleanup that they used to have that they don't have anymore. He said they've got to have a vest on, and signs have to be deployed and blah, blah, blah.

Ms. Smith said I would state, or I would guess that whether we are liable versus whether we can be sued, two different things.

Commissioner Walker said inevitable you're going to have someone say I'll just go clean the whole road up, the whole stretch of road.

Ms. Smith said it would be, to do that, and that is what you would want to have done but you don't want someone to take their child out with them and have their young child help clean up.

Commissioner Walker said you've got to address that and provide vest, signage, and everything if they chose to clean the road up.

Ms. Smith said but then it's also public right of way, so they have the right to be there.

Commissioner Walker said I know groups adopt the highway; I don't know what they do but apparently they do clean it up.

Commissioner Richardson said most of that stuff can be enforced by the highway patrol and the Sheriff's Department. He said secured loads, you're going to have trouble chasing down unsecured trucks and giving tickets on unsecured loads, you would need to look at the legalize on this. He said we try to stay under the state statute with that so there's only a few special cases where the County would be involved, like with repeat offenders. He said I just don't see staff doing this. He said I see a law that's already in place to do this and it can be enforced by the public reporting people, just like they usually do and all sorts of other things. He said I'm not going to vote for increasing staff to enforce this. He said I think it's just a matter of us managing what we already have under the law.

Commissioner Deatherage said I'd like to speak. He said I can see giving someone that has made a mistake against the ordinance one strike, not two strikes, one strike is enough, but I think if we're going to have an ordinance the penalty should be the maximum we can give because one of the greatest problems we have in this County is trash. He said it seems to be at the convenient sites the most. He said I think a lot of that is solid waste not being secured and then some people just don't care. He said if it's closed they're going to dump it at the closest local house that seems to be abandoned, and we have a number of those throughout the County. He said so I hope this Board will agree if we're going to do this let's do this right. He said I hope this Board will agree if citizens are informed that we're doing this if they see a violation in their neighborhood or anywhere they should have a list of numbers to call, including our own staff and then, rather than our staff riding up and down the roads looking for such a thing they would be able to respond to independent individuals that have an independent problem. He said so I'd like to give that advice to our solid waste staff going forward and maybe structure their ordinance in that regard. He said also, I don't think this is going to be where we're going to have software, you should have everything you need to create a data base of who the offenders are and maybe even put a search feature in there for key words, whatever. He said it can be done. He said do you have the consensus you need to go forward.

Ms. Smith said I think I'm just proceeding.

Commissioner Deatherage said you did ask for a consensus.

Ms. Smith said that was regarding whether it was three strikes or something for different offenses and I think you decided to go down to two.

Commissioner Deatherage said one strike or two.

Commissioner Walker said give one warning and then a fine.

Ms. Smith said I thought a lower fine and then higher.

Commissioner Deatherage said no, one strike and then a big fine.

Ms. Smith said one strike, that means you're going to allow.

Commissioner Deatherage said somebody could make a mistake, that could happen to anybody. He said if it happens twice then warning and fine.

Ms. Smith said I think that once you see the different offenses that will be made per offense. He said perhaps a bag of trash on the side may get a warning but someone going into a collection site when no one is there should not be a warning.

Commissioner Deatherage said no, I agree 100%, or dumping at somebodies abandoned residence, no warning for that as well. He said is that a consensus of this Board.

Commissioner Rebholz said I think we just let them bring it back to us and then we look at it.

Mr. Wes Overman said I'm just going to give you a brief update on some of the items that we've got going on in solid waste. He said we've talked previously about signage and wanted to let you know that Phase I of our signage project, which is the exterior signs with the hours on it, that is complete. He said we finished putting those up on January 14th with the help of Water Division employees, I appreciate their help very much. He said we've actually already had to replace one sign due to a vehicle, likely during the winter storm. He said I was asked to come back about camera's as well, they continue to assist us in monitoring the sites. He said Ms. Smith talked a little bit about seeing some individuals in the sites after hours, so we've run into a few incidents with that, and I've asked for some Sheriff's Office help on some of those issues. He said we have shared access now with Republic Services with the cameras, as was mentioned last meeting. He said we had some concerns over settings with access and everything of the system. He said I was able to do some research and figured out we could limit access to viewing live and recorded footage, so they now have the ability to look at footage, live and what's been recorded. He said they can't delete, they can't save, they can't change any of the settings so if they need any of that done they have to get up with me. He said we're glad to give them the access, they acted happy to have the access so we hope that will contribute to better management of the sites and their, how their containers fill up, their trucking and things like that. He said last, and most importantly, the safety improvements for the sites. He said we're still continuing the engineering designs. He said as we mentioned during the Commissioners retreat we had a revised design for the Yatesville site that we've presented back to the engineer based on some further consideration of that site and how we wanted to proceed. He said we are waiting for the final engineer's design for that before we proceed with that project. He said we're still in process with the other sites as well.

Commissioner Deatherage said regarding the cameras and regarding the Sheriff's Department. He said has there been any thought about working with the Sheriff's Department to provide cameras at some of these ancillary locations close to the convenience sites where that camera, maybe a trail camera, a motion activated trail camera that can be placed in a position, hopefully a place where it's not going to be noticed and where there is a problem area. He said hopefully it could record events occurring.

Mr. Overman said as we're developing this ordinance and we add, as you can say teeth to gnaw back at these offenders, that will be something that is discussed with whoever is enforcing the ordinance.

Commissioner Deatherage said that is why we probably need a substantial fine and the maximum. He said of course with ordinances you can't put but so much on the public, we have our limitations, but we need to go for the limit.

Child Victim Assistance and Training Project

Ms. Kelly Smith we come to you tonight with a request for approval to participate in the Child Victim Assistance and Training Project. She said this project is sponsored by the Child Welfare Education Workforce Initiative of the North Carolina Association of County Directors of Social Services. She said the purpose of this project is to promote the recruitment and retention of highly qualified welfare social workers. She said what this project will do is we'll be able to bring interns into our agency, which is something that we do already but now we'll be allowed to provide a, well actually it won't come from us it will go through NCACDSS and those interns will be provided a stipend for their services to us. She said this is all through a grant through AmeriCorps. She said there is a small fee for us to participate in that program and it's $250.00 per intern, per semester however we will also get some reimbursement. She said if the grant is approved we will be able to purchase computer equipment for these interns, up to $1250 and then once the interns leave that equipment will remain property of DSS. She said also, we usually reimburse our interns for travel costs associated with our child welfare programs. She said right now, I look back and it averaged out to about $700 per semester that we're paying interns for their travel, that also can be reimbursed through this project. She said we are very interested because as you know we've had trouble filling our child welfare positions recently so we are hopeful that this maybe will help recruit and retain some highly qualified social workers.

Commissioner Richardson said I have a question, the source of funds you say are from the Association of where.

Ms. Smith said it's part of the Work, the Child Welfare Education Workforce, which is part of the North Carolina Association of County Directors of Social Services. She said they're who are sponsoring the project but they're actually applying for a grant through AmeriCorps to fund the project.

Commissioner Richardson said so who is AmeriCorps.

Ms. Corprew said that's a non-profit that goes through state funds and other funds to help fund projects across the state, generally in the human services field or other helping type programs.

Commissioner Richardson said so the source goes back to government money.

Ms. Corprew said I think there's also grants from non-profits that go with that also. She said I'm not sure it's totally state funded or federally funded.

Motion: Commissioner Booth motioned to approve applying for the program. Vice-Chairman Langley seconded. The vote was unanimous.

See Addendum 4

Budget Amendment, Watershed Project

Ms. Ann Williams said that is a request to adopt a project budget ordinance. She said the district has been awarded $282,720 for the removal of vegetative stream debris under Tropical Storm Ada Watershed Restoration Project. She said the scope of work is identified under contract 17-175-4087 that has been provided for your review. She said this project is 100% state grant funded, there's no match required from Beaufort County. She said the District Board of Supervisors approved this contract during their January 31 meeting and recommend that this Board adopt a project budget ordinance in the amount of $282,720 to establish the awarded state grant funds so that the districts procurement process can begin.

Commissioner Richardson said you've got listed on attachment B the projects. He said these will be bid out and contracts awarded, right.

Ms. Williams said yes sir.

Commissioner Richardson said okay, who is going to award the contract.

Ms. Williams said the District's Board of Supervisors.

Commissioner Richardson said why.

Ms. Williams said it's their project.

Commissioner Richardson said the money does not, we're playing the game here where you guys did not take the low bidder before, consequently I'm very concerned about how this is done because you tried to tell us then that you really didn't need us, you could award the contract. He said that being the case, what is the Beaufort County federal ID tax number, why does this say specifically the money comes to whoever holds the federal, whoever holds that federal tax ID number, do you have a federal tax ID number, your Board.

Ms. Williams said we have a; I think it's called an employee ID number.

Commissioner Richardson said no, you don't have a federal ID number because the contract says the money is going to come to the County.

Ms. Williams said that's correct. She said we usually go through your accounts because you do have more numbers than we do.

Commissioner Richardson said that's not the reason. He said the reason is somebody has to be responsible for these grants and it has to be somebody who can produce revenue in case there's funds to be returned to the state in case it is mismanaged. He said that's why. He said the County is responsible for this, so my question again is are the County Commissioners going to approve these contacts and are you going to award low bid or are we going to do what we've been doing.

Ms. Williams said the Board will select the best bid that suits their project and is the most responsible lowest bidder.

Commissioner Richardson said then that will come to the County for approval.

Ms. Williams said yes.

Commissioner Richardson said so the Board is not going to be awarding the contract, the County is going to be awarding the contract.

Ms. Williams said they will recommend the approval of what they have suggested.

Commissioner Richardson said right, they will recommend, and we will do the final award, okay. He said that's the question that I had with this, and I wanted that to be perfectly clear.

Motion: Vice-Chairman Langley motioned to approve the project budget ordinance.

Commissioner Richardson said I'd like added to that the contract will come to the County for final approval before it's awarded.

Chairman Waters said that's been the procedure all along, but will you add that to it.

Vice-Chairman Langley said that's fine.

Motion: Vice-Chairman Langley motioned to approve the project budget ordinance and that the contract will come to the County for final approval. Commissioner Walker seconded. The vote was unanimous.

Adopt Budget Ordinance, Conservation Easement

Ms. Williams said this is another project budget ordinance for adoption, project number 22-028-4038 containing funds in the amount of $133,601 that's been awarded to the District by the Department of Ag and Consumer Services, the Agricultural Development and Farmland Preservation Trust Fund to assist the local landowner to establish a perpetual conservation easement on his families working farm. She said the funds will assist in the annual monitoring of the easement area, a property survey, various recording requirements, legal fees, closing costs and the easement purchase price. She said there is a match requirement contained within this contract. She said the match requirement will be satisfied through the Districts in-kind personnel and administrative services, landowner donation and a USDA-Agricultural Land Easement federal grant request. She said no match is required of Beaufort County. She said the District's Board of Supervisors approved the contract that was awarded during their January 31 meeting and recommends that this Board adopt a project budget ordinance in the amount of $133,601 to establish the grant funds awarded.

Commissioner Richardson said I want to make sure the public understands what this is about. He said this is about a landowner who has 260 acres of land, I believe, and let me ask you this question, most of this is cleared land, right.

Ms. Williams said most of it is, yes sir.

Commissioner Richardson said he's going to keep farming it when this is over right, but he's going to put it in a conservation easement and the whole package total funding to be used is $432,924. He said that's what you've got in your report.

Ms. Williams said I don't' remember that number off hand.

Commissioner Richardson said would you like to see this.

Ms. Williams said no sir.

Commissioner Richardson said you don't, do you believe what I'm telling you.

Ms. Williams said I believe that the contract that was awarded to us was for $133,601.

Commissioner Richardson said the project timeline for the Midgett farm says that the total funding to be used is $432,000. He said it also says the matching funds, cash or in-kind is $317,000.

Ms. Williams said through the landowner's donation and a federal grant.

Commissioner Richardson said I think it's important for the public to understand what's going on here. He said you have almost 300 acres of land so you're going to sell the perpetual conservation easement, which gets in the way.

Commissioner Rebholz said it's 60 years.

Commissioner Richardson said it's 60 years.

Commissioner Rebholz said yes.

Commissioner Richardson said it gets in the way of any future development. He said you're going to be able to farm the land, you're going to be able to walk away with about $250,000 and you're going to get to keep the land. He said this is all done at the taxpayer's expense. He said this is another form of subsidy socialism and I'm totally against it because we don't' need to be giving our money away to people with us getting nothing for it. He said it is true the conservationist are going to tell you oh, we've got a conservation easement on that, well you just heard the land use is going to stay the same so what are you doing, you're doing nothing except giving money away in an unfair subsidy and you're encumbering land for future development and you're tying up land. He said it's another example of government subsidy, it's another example of government waste. He said it produces nothing for the taxpayer whatsoever, but it funnels money into special interest pockets so I'm not going to vote for this because unfortunately it's another one of those projects that should never have existed to begin with.

Chairman Waters said you might correct me, but I think this programs been going on for 20 to 25 years and I think this particular fund here is approved in the state budget every year and at one time I think it was like $20 million.

Ms. Williams said yes, I can remember back to 2006, I believe on some of the reports that it's been in existence, and probably longer than that.

Motion: Commissioner Booth motioned to approve the project budget ordinance. Vice-Chairman Langley seconded.

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

See Addendum 5

Untimely Appeal, Myrtle Jalaber

Mr. Lloyd Salter said I'm going to discuss this briefly with you all, this is an interesting one and I actually brought my machinery act with me, I brough the statute with me, I've been pouring over this one. He said I've had conversations with the Department of Revenue a lot and some other folks and quite a few attorneys, the County Manager, and different people with this one as well. He said so this is a little different. He said what we did this year, if the Board will recall, we had a Board of Equalization and Review after the original, we had a fall Board of Equalization and Review. He said we met on personal property, you gentlemen looked at exemptions, you looked at personal property, there was a boat, there was some other items, we met on that. He said pursuant to statute, when you get into the statute of what it says and the reason we did that was essentially there's a laid-out process for personal property appeals. He said personal property being everything that's not real property, not houses, etcetera. He said in that process you get a bill, you appeal that bill within 30 days, if you disagree to that. He said the law does not state, very much, specifically what happens if you're outside of that 30 days other than you have no appeal rights. He said let me repeat, 105-317, when you get into the statute says very clearly that the appeal process, a taxpayer who owns personal property, taxable, in the County may appeal the value status or taxable property within 30 days of the initial notice of value and then goes on to dictate how that works. He said we did that process. He said I have had a few people contact me after the 30 days that was on the pre-letter that we sent out, on the bill, and we've had a few people contact us and say, and I'll let them say, and I have a statement from another, that they feel it is their right to still be able to appeal that. He said statutorily I do not, as I have stated I do not feel that is true however they do have the right to address the Board. He said in other words I'm here today, uncomfortably, and unhappily because there's not a better process for this but to allow them to send a grievance to the Board about the time limit. He said what that means, the Board can hear, and if the Board judges that it was timely, that could be a different issue. He said in other words there is such a thing as good cause, things do happen. He said it does mention in the statute you can have good cause for timeliness but a normal method for being untimely, there's no legal reaction to that for property appeal. He said in other words, if you could prove that there was some deathly illness that kept you in the hospital there are some counties that have enacted the good cause policy and done different things but for most of it there is no addressment that I have found, and I've been over this many times so there's nothing addressing that. He said so what I'm saying is they can speak on timeliness; they can speak on anything if you let them, but they can speak on timeliness in my opinion and if you all find that they were timely, and I was incorrect then I guess we need to figure out the next step but basically that's the avenue and why we're here with these two today. He said now we're at a regular board meeting, not the Board of Equalization and Review because this all happened last year. He said so what happens is the bills went out in August, you had until September, I don't have the exact date, to appeal so this is all for matters from last year. He said your Board of Equalization and Review in April will actually be for the current year going forward so these are being done together, that's why we're here. He said the statute says very directly the Board of County Commissioners can hear timeliness to judge if it was timely or not. He said that's about as far as I got with that, so I have two in front of me. He said one, I believe, is here, one is not. He said I was going to read it real quick, if you will all indulge me and I am a fast talker, a statement that the lady actually asked me to read on her behalf, and I don't mind doing it but it's up to you all, on her timeliness. He said the lady is Myrtle Jalaber wrote to us and wanted me to say she could not be here today and wished she could. He then read the following "however my explanation for timeliness of my October 15th appeal is not the most sound of cause. At the time I was not aware of the 30-day window to dispute my property tax. Now, of course I realize this is clearly indicated on the back of the page of the property tax notice. Understanding that lack of knowledge does not alleviate consequences what I can speak to is what I've done for the last few years, which has been call the tax assessor's office upon receipt of my tax bill when I see the bill is incorrect." He said then she goes on to elaborate, her boat has been in drydock at McCotter's, it's been there for many years, she's not having any work done. He said she also believes on that, the value is very low, she gives the dates of that. He said she also gives the dates that she called, it says that she called the office on September 20th, and she also says her bill was dated August 5th, which is outside the 30-day window. He said called about the incorrect bill, as before, as she's done in other years, and before, upon receipt, the tax bill person she spoke to was not able to help. He said she then relayed to a supervisor to call her back, the supervisor did not call her back, so she called back the next week. He said I have apologized and spoke to the lady myself. He said still, it was outside the 30-day window. He said the person she spoke with then gave guidance when they were in contact with her, and she then sent this and the reasons why she feels her value is wrong. He said again, we feel we were timely and her admitting she was untimely. He said so that's it for this one. He said I have a copy of this if needed, I can hand it in to the Board.

Commissioner Richardson said if I understand correctly the issue is timeliness, not value, not all that other stuff. He said she admits that she didn't file in time in her letter. He said it's prima facie, so I say no action.

Commissioner Rebholz said she says in this letter that she started the notification of your office back in 2017. He said apparently the value got changed but never corrected long-term.

Mr. Salter said okay, so this is how this works, it's something we've spoken to a lot and the gentlemen tonight is going to speak to you. He said essentially personal property is valued on a yearly basis, so we talk about revaluations and reappraisals, that's real property. He said on the basis of personal property, every year your personal property is revalued. He said that doesn't mean that if we know something about the property that we can't work with you or establish that something is going on with it and work with you and do something with you like that, but we have to affirm a value every year so every year my office has to depreciate personal property. He said we do the same at Nutrien, we do the same everywhere, we have to depreciate personal property. He said so because of that, and I'm being real polite in what I'm going to say because I wasn't here in 2017 or 18 or otherwise, what happened in those years very well may have been that they looked at boats or they discussed boats or they discussed personal property or that the administration took pictures, I don't know what they did, I have none of that. He said I have very little. He said I do know if they come to me with a serious complaint and it's timely we're going to look at it and we're going to get it addressed but I can honestly say the County invested time and money to put ads in the newspaper, ads everywhere else to do stuff to remind people because, again, I feared this was going to happen, that you have 30 days to appeal by law. He said again, we had a newspaper ad run, we had it on the County website, I believe, we also had it in some of the County buildings reminding folks you have 30 days. He said that said, the previous administration may have allowed that, I can't say.

Chairman said do we need a motion for no action, Commissioner Richardson is that what you were saying.

Commissioner Richardson said we don't need a motion for no action. He said if there's no action there's no action. He said we can say yeah, we heard you, thank you very much.

Chairman Waters said okay, no action.

See Addendum 6

Untimely Appeal, David Williams

Mr. Salter said I do have, I believe I have a person here to speak to the other one if the Board would indulge him or not, that's up to the Boards discretion.

Chairman Waters said we will allow it.

Mr. Salter said do I believe I have; I haven't looked and haven't communicated but I was told that David Williams would be here.

No one appeared.

Mr. Salter said Ms. Jalaber called me today and told me she would not be here; I have not spoken with the other.

Chairman Waters said does anyone have a problem with no action.

No one spoke.

Mr. Salter said I believe I did submit his information to cover my butt and show I did submit the information on appeal.

See Addendum 7

Revaluation Resolution

Mr. Salter said something I'm a lot more comfortable with. He said in front of me is a resolution for reappraisal and revaluation. He then read the resolution:

WHEREAS, *Beaufort County completed and implemented the most recent octennial revaluation of real property as of January 1, 2018; and*

WHEREAS*, Beaufort County desires to conduct a reappraisal of real property earlier than required* (he said, because required is 8 years, just reminding the Board) *by NCGS 105-286, to be effective as of January 1, 2025, and to perform subsequent reappraisals every six years thereafter unless changed by a subsequent resolution by the Beaufort County Board of Commissioners; and*

Mr. Slater said in other words, if you want to change the date you can do what we do tonight, you can vote as Board to change it, it is not set in stone, it just lets the Department of Revenue know what the intention is so you're able to change. He then continued reading:

NOW, THEREFORE IT BE RESOLVED *by the Beaufort County Board of the Commissioners (the board) that in the annual budget ordinance for fiscal year 2022-2023 the board shall include in the fund established for reappraisal an appropriation for any changes needed to modify the fund based on the shortening of the reappraisal cycle and is necessary to continue and assure the completion of the proposed 2025 reappraisal on schedule; and*

BE IT FURTHER RESOLVED *that when the budget for each succeeding fiscal year is in preparation, the County Manager and Tax Assessor shall review the progress of the reappraisal work, and the Board shall appropriate the apportioned funds for reappraisal work during the year as may be necessary to continue the reappraisal work and assure the completion of the reappraisal work on schedule; and*

BE IT FURTHER RESOLVED *that a copy of this resolution shall be forwarded promptly by the Clerk to the Board to the North Carolina Department of Revenue, Property Tax division as required by G.S. 105-286*

Mr. Salter said that's the intent, it's 2025. He said I've already spoken to that, I'm happy to speak to it again if you all have any questions.

Chairman Waters said I think you did a good job at the planning retreat.

Motion: Commissioner Rebholz motioned to approve the resolution and change the revaluation date and schedule. Vice-Chairman Langley seconded. The vote was unanimous.

Project Oak Incentives

Mr. Martyn Johnson said I've got two issues to bring before you today. He said one is to assist me in going forward with an incentive project we are looking at. He said Project Oak is looking at building a 60,000 square foot building in the Washington-Beaufort County Industrial Park, investing $4.5 million and creating 50 jobs. He said we're taking a slightly different approach this time. He said they're asking that the lots between IMT and Oakridge Metal Works be provided so they can establish this facility. He said they intend to manufacture metal air filtration equipment designed to remove controlled airborne particulates and gaseous contaminants in medical, industrial, cleanroom, and nuclear power applications. He said this project, obviously we have a lot of companies in this cluster in the air filtration industry in Beaufort County so this would be another addition to that cluster. He said the estimated property tax revenue from Beaufort County and the City would pay for the lots in a four-year period, based on my current calculations at a $15,000 per acre price. He said Project Oak has stated that the project is competitive in that they could locate the project at other associated sites in North Carolina and in other states. He said one thing is that Project Oak currently has an outstanding renovation reuse grant with the State and luckily, the lady who controls this program, the program manager called me back, that's why I was late to the meeting, and basically said the state is willing to extend that building reuse grant for two years to allow the company to build the facility and create the jobs and that would cover the outstanding grant, which is basically outstanding because of job creation, which they've had a hard time during Covid in terms of hiring people. He said they're also, post-covid, in terms of labor availability. He said we would be looking that the grant would be written as such that if they did not do what they're saying that they would give the land back to the City and the County and also that they would be willing to pay the full amount on the building reuse grant and I've spoke with the company, and they are willing to do that. He said like with other grants, because the Washington-Beaufort County Industrial Park is owned by both the City and the County we would work with the City so that only one of the entities would work with the company to make this happen. He said as was done in the past that's typically the County. He said we would be an agent for the City. He said like with other projects the public benefit would be the creation of jobs and tax base in Beaufort County and so what we're

asking for, or what the staff is asking for is your approval to go ahead and let the County Manager, the County Attorney and the County Assessor and myself to work together to draw up documents for this project and then bring them back to the Commissioners, and a public hearing for final approval.

Commissioner Rebholz said the payback that's in, is on the building renovation grant, which is state money, right.

Mr. Johnson said yeah, that would be state money.

Commissioner Rebholz said so in our case if there's a default we just get the land back and probably, by that time, there's a building on it.

Mr. Johnson said that's where we have to write this with the attorneys help so that we have, in some way we've worked out all the wrinkles. He said that's why I didn't want to bring you documentation today. He said we need to work on it to make sure whatever we do we don't lose the money. He said the job creation, once the jobs are created that other grant basically goes away because they're looking at so much money per job.

Mr. Alligood said there's still a lot of work in this. He said there's still got to be a public hearing, for folks who think this is a done deal there's still got to be a public hearing, by law, and a couple of other things so this is just the preliminary go-ahead by the Board.

Chairman Waters said is everybody clear on that.

Motion: Commissioner Rebholz motioned to approve moving Project Oak forward. Commissioner Walker seconded. The vote was unanimous.

See Addendum 8

Project River Breeze Building Reuse Grant

Mr. Johnson said the second issue is born from the fact that Mann + Hummel, a German company actually bought Pamlico Air. He said we worked for about a year with Pamlico Air to get grants and training for their operation that was going to go into the industry ready building. He said to that end we got a community development block grant, reuse grant in the amount of $400,000. He said as Pamlico Air will not be going ahead with this project the money needs to be de-obligated and so basically we're requesting that the County adopt a resolution to de-obligate the CDBG reuse grant, #20-E-3600.

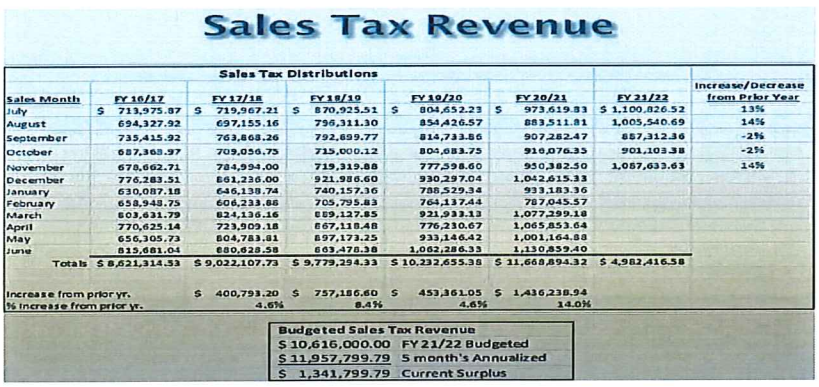
Chairman Waters said it cannot be transferred to the new owner.

Mr. Johnson said no, it's very specific to the previous owner.

Motion: Vice-Chairman Langley motioned to approve de-obligating the funds for the CDBG grant. Chairman Waters seconded. The vote was unanimous.

Finance Report

Ms. Anita Radcliffe said I'm going to go through this financial presentation really quickly.



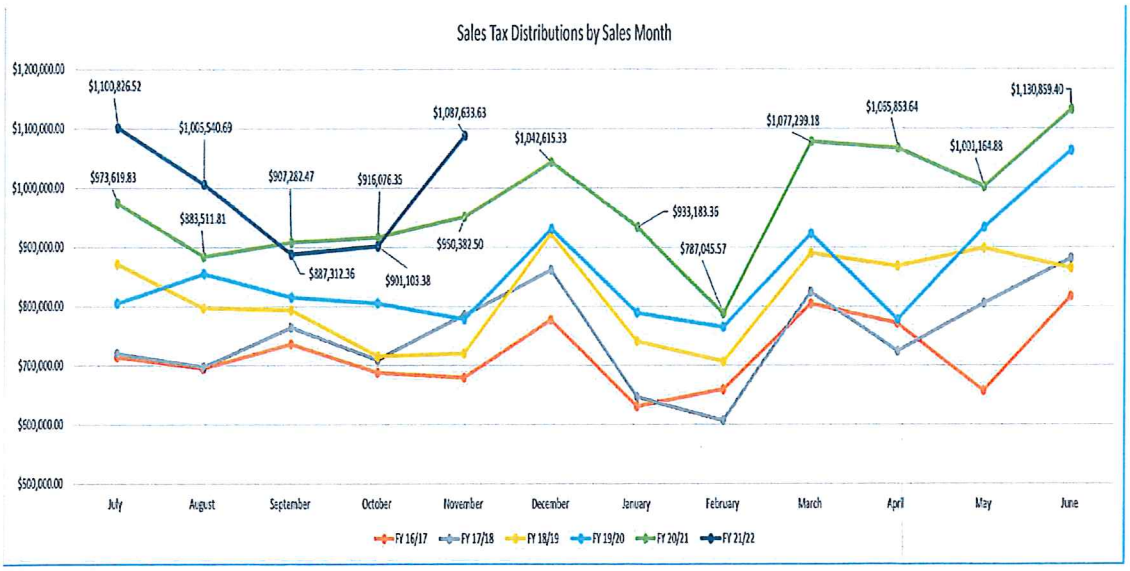
Sales Tax Revenue

Sales Tax Distributions

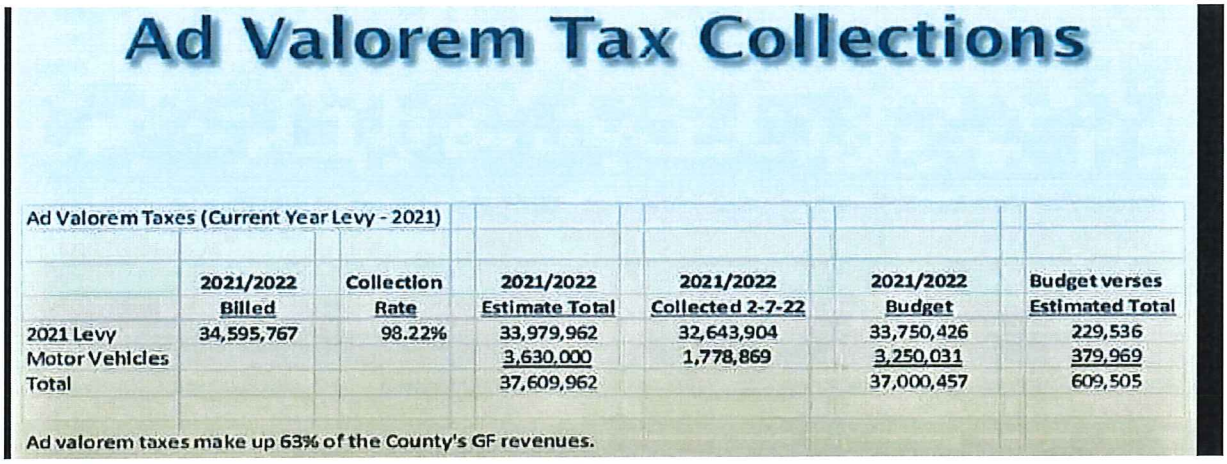
Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Increase/Decrease from Prior Year
July	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	$ 1,100,826.52	13%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	14%
September	735,415.92	763,868.26	792,699.77	814,733.86	907,282.47	887,312.36	-2%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,103.38	-2%
November	678,662.71	784,994.00	719,319.88	777,398.60	950,382.50	1,087,633.63	14%
December	776,283.51	861,236.00	921,986.60	930,297.04	1,042,615.33		
January	630,087.18	646,138.74	740,157.16	788,529.34	933,183.36		
February	658,948.75	606,233.86	705,795.83	764,137.44	787,045.57		
March	803,631.79	824,136.16	889,127.85	921,933.13	1,077,299.18		
April	770,625.14	723,909.18	867,118.48	776,230.67	1,065,853.64		
May	656,305.73	804,783.81	897,173.25	933,146.42	1,001,164.88		
June	813,681.04	880,628.58	869,478.38	1,062,286.33	1,130,859.40		
Totals	$ 8,621,314.33	$ 9,022,107.73	$ 9,779,294.33	$ 10,232,655.38	$ 11,668,894.32	$ 4,982,416.58	
Increase from prior yr.		$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,436,238.94		
% increase from prior yr.		4.6%	8.4%	4.6%	14.0%		

Budgeted Sales Tax Revenue	
$ 10,616,000.00	FY 21/22 Budgeted
$ 11,957,799.79	5 month's Annualized
$ 1,341,799.79	Current Surplus

She said the first one I'm going to share with you is the most recent sales tax numbers. She said so we just received notification, I believe it was on Friday, about our November sales. She said remember there's a three-month lag from when we get our money and what the sales were for the three months prior. She said for the November sales they were $1,087,633 and that's a 14% increase over what it was the same month for the prior year. She said I don't believe I had shared with the you September and October sales just because we were doing different things at the last couple of meetings. She said they actually had slipped a couple of percent's for the previous two months so if we look at what we budgeted, as I was saying for September and October sales tax did slip a couple percent from those months the previous year but if you look at what we have budgeted for fiscal year 21-22, I'm in that little small box at the bottom of the screen we've actually budgeted $10,616,000 for sales tax and if I annualize the five months we've received so far than sales tax will probably come in closer to $11.9 million so we are currently running a surplus in sales tax revenue of $1.3 million. She said that's assuming that, of course, the next seven months annualizes like the last five months have. She said to be quite honest with you sales tax is all over the place so if you look at the graph, which is next:



She said you can see that big bump, in that top line, that dark blue line where our sales tax jumped so much for the month of November and that's not typical, that's not what you've seen in the last four years when you look at the other lines below that. She said typically what you see is that kind of a jump in December with the Christmas sales. She said that brings to question what's going to happen next month with the December sales and I'm not sure if it will continue to go up like in November or if it will fall back down like it always has in the past after we hit a peak. She said so anyway, sales tax has been really volatile, it's been really hard to predict, it's hard to budget so if anybody has any kind of insight on that, especially as we go into next year's budget and starting to put those numbers together I'm open to listening and getting some feedback on that. She said next just want to give you a quick look at the ad valorem tax collections.



She said this is just for the 2021 levy, not counting any of the older levy's that are still on the books that we're still collecting delinquents on. She said when the bills were mailed back in August the bills totaled $34.595 million for the 2021 levy. She said we have a collection rate of 98.22% historically so I estimate that our total collections for the 2021 levy, excluding motor vehicles, would be the $33,979,962. She said if you look at that compared to what we budgeted, the $33,750,426, we're going to be running a surplus of about $229,000 on the levy collections. She said so that's pretty close budgeting, that's less than 1/10th of 1% so I expect that's what will happen there. She said looking at motor vehicles, looking at what we collected for the first five months and estimating what we'll collect for the next seven months, because they run behind like the sales tax, I'm estimating we'll be at $3.63 million, I've estimated $3.25 million so it looks like there will be a surplus of about $380,000 there. She said in speaking with the Tax Assessor in what's causing that kind of a difference, that 10% difference or increase, he shared this with you during the planning retreat. She said he's changed his method for appraisal of the classic and exotic vehicles compared to the way it was done historically here at the County and also that's a small part of it but the biggest piece of it is the increased value of used vehicles that everybody has heard about on the news. She said so that's driving that number. She said then I wanted to give you a look at expenditures for each department. She said I'm not going to spend much time on them individually, I've looked at them, we're seven months into the fiscal year so you would expect we'd be 7/12's is 58.33% is where most departments should be, percentage used on their funding, which is their last right column. She said for those that are over, I've investigated why and there's good reasons, so I don't have any concerns. She said in total you'll see at the very bottom for general fund we're at 55.8% spent, which is below the 58.33%. She said our next finance committee meeting is Tuesday, March 22nd at 3:00 PM and anyone that would like to come please come join us, it's held right here in this building in the conference room.

Chairman Waters said I was reading today, from the state association the statewide number for sales tax was up 18%. He said you asked for some advice, this is just a comment, this is not advice but if you stop and think about inflation being at 7%, there's some economist that predict it will be 8%, some as high as 11%, I mean, that's get built into the price and the sales tax but at some point in time consumers start not spending, backing off. He said they can't totally stop buying groceries and going to the store but it's still amazing. He said it's kind of scary when you think about it because it's just so, I've never seen it before.

Ms. Radcliffe said I haven't either and in just talking to the Manager we do feel like it's going to have to reset a little bit at some point, but I mean your point about inflation is right on point. She said with higher prices, that means higher sales tax. She said but at the same time you just feel like the consumers are going to have to pull back and stop spending as much but that's what makes it so challenging to try and figure out how to weigh those two.

Chairman Waters said do you remember how many years we've been collecting sales tax on services.

Ms. Radcliffe said I would think it started, probably 2016, about five years.

Aurora Industrial park Interlocal Loan Agreement Budget Amendment

Ms. Radcliffe said the next item is on page 370. She said this is a budget amendment for some action that you took back on March 9, 2020. She said back in March 2020 this Board voted 6 – 0, Commissioner Deatherage, he abstained from the vote, to approve an interlocal loan agreement with the Town of Aurora to loan them an amount of $450,000 for 59 months at a rate of 1.67% once they had met the contractual requirements of that interlocal financing agreement. She said you approved that agreement so we're coming back to you tonight to say the Town of Aurora is really close to meeting those requirements. She said we're going to be needing to issue a payment to make that loan to them and we need to do the budgetary piece which is to appropriate fund balance in the amount of $450,000 to transfer it to an economic development capital project so we can make that loan to the Town of Aurora.

Chairman Waters said one of the questions I asked you after the audit report when we started talking about the fund balance, this was never put in a restricted fund.

Ms. Radcliffe said right, and it probably should've been so if you think back to your planning retreat when I went over your five categories of fund balance, we probably should've shown this as either assigned or committed and not available and that was just a miss.

Chairman Waters said so the amount of money, that $2.6 million that's above the 35%.

Ms. Radcliffe said you should deduct $450,00 from that.

Commissioner Booth said you're saying he's close to completion, what's left on it, just the loan.

Ms. Radcliffe said I believe that they're writing up some contracts and getting some signature. She said I believe they have some verbal commitments that they've not yet gotten all the contracts.

Commissioner Booth said is there a way that could affect what we do.

Ms. Radcliffe said we are not going to release the funds until they have met all of their contractual requirements.

Motion: Commissioner Rebholz motioned to approve the budget amendment. Commissioner Booth seconded.

Commissioner Deatherage said I'm not going to vote since I'm going to stay consistent with being exempted, if that's okay with the Board.

Commissioner Rebholz said do you have a conflict of interest.

Commissioner Deatherage said I do work for them.

Mr. Alligood said to be right the Board needs to take that action prior and say okay, you can be, you cannot vote on that. He said that would be the proper way to do that.

Motion: Commissioner Booth motioned to excuse Commissioner Deatherage from voting on this matter. Commissioner Walker seconded.

Chairman Waters said I've got a question. He said this particular loan has nothing to do, here again, based on the two training courses I've had in ethics I don't see this as a conflict. He said that's entirely up to him, but you made a motion.

Commissioner Walker said and I seconded.

Motion Restated: Commissioner Booth motioned to excuse Commissioner Deatherage from voting on this matter. Commissioner Walker seconded.

Motion Restated: Commissioner Rebholz motioned to approve the budget amendment. Commissioner Booth seconded. The vote was 6 – 0, with Commissioner Deatherage excused.

See Addendum 9

Budget Amendment, Health Insurance

Ms. Anita Radcliffe said I'm not sure how I got stuck with this one, but I did. She said unfortunately we had a pretty large increase in our insurance for the County, year 2022. She said our health insurance is on the calendar year as far as our rates changing, whereas our County budget is on the fiscal year so when I was trying to estimate the premium for the budget for 21-22 I actually budgeted $6,577 annually for each employee and you can see for half the year, for 2021, it was below that, it was $6,326, if you look at the chart there. She said but in the second half, once we got notification of the increase, it's more than that so net/net there is a small increase and we need an additional, from the general fund, $109,500 and I'm proposing that you don't use fund balance for that, that you use excess sales tax collections for that. She said then for the water fund, on page 374, it's $11,089, and for solid waste it's $303.

Motion: Vice-Chairman Langley motioned to approve the budget amendment. Commissioner Booth seconded. The vote was unanimous.

Chairman Waters said the thing that we're all probably looking at is when you look at this, I guess it's 5 years it's at 4.74% and I would've thought that number would've been higher.

Ms. Radcliffe said thank you for mentioning that, I failed to mention it, yes, the five year increase we've had was 4.75%. She said so even though we had a 10% increase one year the average is much lower than what it would be for commercial insurance, so I think we've fared well as far as premium increases overall with our state health plan.

Commissioner Rebholz said that's because somebody, I don't know what they were doing last year but it was only a 0.3% increase.

See Addendum 10

Communications Director

Mr. Brian Alligood said this is the item that we discussed at the planning retreat regarding your request to look at installing a new communications director. He said at the planning retreat we talked about it. He said my request to you is simply to give me some direction on that simply because for us to move forward we would need to have an HR consultant look at it, put it in the right grade and make sure the job description was correct, so I asked for that information and the Board asked that it come back on the agenda. He said so the request is to approve having the HR consultant create a job description for a Communications Director and establish a salary grade for the position.

Commissioner Richardson said have we already created the position.

Chairman Waters said no. He said this is to let the HR go on to the next step.

Commissioner Richardson said we will create the position later on.

Chairman Waters said yes.

Mr. Alligood said it would come back to the Board during the service expansion piece when we do the budget. He said when we do the regular budget it would come back as a service expansion, but I didn't want to move forward with it without some indication that the Board wanted to do it because otherwise I'm wasting $400 or $500 on the HR consultant.

Commissioner Deatherage said I would like to say something. He said understanding what it takes to do what obviously needs to be done, which is to create a better presentation of our meetings and get them up on all of the various places they can be seen, especially TV. He said I think part-time, half-time position would be warranted. He said we don't need to have the mouthpiece of the County included and just have the purely technical part. He said I'd be willing to support a part-time position. He said I think we should direct the consultant to also look at what that cost would be, could be and how it could be handled.

Chairman Waters said any changes to the motion, to the original motion.

Commissioner Booth said no.

Chairman Waters said okay, no changes to the original motion.

Motion: Commissioner Booth motioned to approve moving forward with having the HR consultant create a job description and establishing the pay grade for a Communications Director position. Commissioner Walker seconded.

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

Courthouse Security Contract

Mr. Alligood said so this was the other item that came to you at the last regular Board meeting and also at the retreat for you to discuss in additional detail. He said in short, we're up to redo the contract with our existing vendor who provides security at the courthouse. He said there was some discussion among Board members as to whether that level of service needed to be increased to armed service. He said we provided that information, you discussed it at the retreat, and we were asked to bring it back to you at this meeting so you could make a final decision. He said I've tried to give you a brief

rundown of it, so currently Allied Security provides, Allied Universal provides security at the courthouse, both at the lower level where they come in at the ramp or at the first-floor level, where you come in at the stairs. He said they man the security checkpoints there, the metal detector, and different things. He said they are not armed, they work 8:00 AM to 5:00 PM Monday through Friday and they're off during County holidays and things like that. He said currently under that agreement that we have in place it's $171, 800, I'm sorry, the current agreement is $149,239 and the vendor has asked that the hourly rate for the security professional and the supervisor be adjusted, and you had that at the last meeting and the planning retreat, so they would be able to recruit folks. He said they gave you the market study on why they needed to do that so if you were to do that, and just add those increases, which is what they're asking you for, you would increase the current agreement by $22,652. He said so the total under that would be $171,891 as an annual payment. He said there were some alternatives that the Board discussed and went through so I've listed those alternatives for you. He said obviously the first alternative is you could say I don't want to do security services anymore. He said in that, and I'll quickly explain it to you, on these alternates I've given them to you based on the existing agreement, what the changes would be on the existing agreement. He said that existing agreement is $149,239 annually. He said so you could say we don't want courthouse security anymore, we're just done with it, do away with it all together, annually you would save $149,239. He said you could increase coverage to all armed officers, we talked about what that would entail, that would increase the annual cost by $117,916 to make a total annual cost of $267,155. He said now the challenge with that is they would be armed but they do not have arrest powers so Allied Universal came back and said we understand that might be a strong play, if you would like we could arm just our supervisor so you would have one individual armed, everybody else unarmed, and they call that the hybrid coverage. He said that would be an increase annually of $35,505 with an annual total cost of $184,744. He said the last alternative is to end your contract with Allied Security, probably around the 1st of the year or at the start of the new budget and fund four deputy positions. He said you would only need four because they currently have five officers, Allied Security, they have four officers and a supervisor. He said there's currently a sergeant at the courthouse who would supervise these folks if you added them so you could add four deputies and that would increase the current annual cost by $70,761 for a total annual cost of $220,000. He said that would give you armed folks who had arrest powers who could do exactly what they normally do. He said so those are your alternatives. He said I hope we've explained them enough during the planning session and answered your questions. He said we're happy to answer any additional questions you may have but we're actually looking for you tonight to give us directions on that because we owe it to our vendor to tell them where we're going on this project.

Commissioner Richardson said there's one more option that we haven't talked about. He said when you say end the services we could go back to what we were doing before we hired security and that was that the bailiffs that work for the Sheriff provided courtroom security. He said not courthouse security but courtroom security. He said that's what's needed, courtroom security. He said you don't put on any additional people, they had metal detectors that stood at the top of the stairs, they checked people in and out of the courtroom and they only had to do it when you had court. He said I think what we're doing now is useless, so I make a motion that we go back to what we were doing before we hired these people and let the Sheriff provide courtroom security, which he's obligated to do anyway. He said you don't need to ask him for permission or anything.

Commissioner Walker said the bailiffs would be armed and have arrest ability, right.

Mr. Alligood said yes.

Commissioner Walker said so what do you think the judges would think about this.

Commissioner Richardson said I don't know that it matters what the judges think about it. He said if we provide them with courtroom security they don't have anywhere to go. He said it's not up to the judges, it's up to us. He said we were providing courtroom security before we jumped off the cliff with the system that we have now. He said we would save that money and we would still have courtroom security. He said I don't know that anyone's going to go in there and shoot the Register of Deeds. He said they might go after the Clerk for some reason, but you still have, as has been said by a famous law enforcement official there's more guns in the courthouse than there are anywhere else in the County so why do you need to keep adding this security.

Chairman Waters said Commissioner Walker, to answer your question, when we originally did this two of the judges asked us to do it so yes, I think that they would have some concern if we did not have the security as we have it now.

Commissioner Walker said with the renovations, if we could make those kind of a promise that we would better the security with the renovations do you think that would matter.

Chairman Waters said I think that our jail committee chairman would tell you we're still a long ways from any kind of renovation. He said I think our time on the contract is we need to make a decision tonight on which way we go.

Motion: Commissioner Richardson motioned to go back to what was done prior to hiring Allied Security. Commissioner Deatherage seconded.

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

Commissioner Booth said I'd like to say this, I agree with Commissioner Richardson.

Commissioner Richardson said then why didn't you vote for it.

Commissioner Booth said wait until I finish, I'm going to tell you why I didn't vote for it.

Commissioner Richardson said we don't need a bunch of excuses.

Chairman Waters said Commissioner Richardson let him finish.

Commissioner Booth said there are plenty of guns, that's the point I agree with you on the courthouse, but we do need some security when entering the courthouse. He said no, they might not shoot the Register of Deeds, they might shoot the Clerk, they might shoot anybody in there but that's one of those might's we don't want to even think about, and I would make a motion to leave Allied just like it is because you still have the security, the bailiffs in the courthouse, they're going to be there. He said everybody, the bailiffs are there, highway patrol is there, Wildlife, the sheriffs are there, city policemen there, all of them got 380's or 9 mm in the courthouse, there's plenty of guns in the courthouse but those people are still not down where the riff-raff could start at.

Motion: Commissioner Booth motioned to renew the contract with Allied Security Services, to include the raise. Vice-Chairman Langley seconded.

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

See Addendum 11

Sheriff's Office Staffing Report

Commissioner Richardson said I just want to point out as a matter of information the Sheriff has 16 vacancies in the Sheriff's Department. He said deputies it looks like there's six, jailers are really kind of hurting, eight jailers and two people in communications that are vacant positions so unless somebody has a comment on that I'm going to move on.

Chairman Waters said all right, move on.

Report on Ankle Bracelet Program

Chairman Waters said I thought we'd talked about this one and it had solved all your issues.

Commissioner Richardson said well the problem is I don't think I got, did I get an ankle report this time, I don't really remember. He said part of the problem is there's not enough people on ankle bracelets. He said I would like to go back and revisit this as to how we can get more people on ankle bracelets. He said in the past few months we've had murderers on

ankle bracelets, we've had some pretty serious offenses on ankle bracelets, and I want to go back, and I don't know who poses this question to who, I guess we have the Manager present it to the chief judge that makes these assignments, which I think is the district court judge but why can't we put people who are on probation violation on ankle bracelets. He said you go out and get a guy who's in violation, he sits down there, and watches television and he's got it made as long as you want to keep him there.

Commissioner Walker said is this sheet we were given before the meeting, is that ankle bracelet, is that what it is.

Ms. Mosher said yes.

Commissioner Richardson said that's not exactly punitive. He said everybody says jails not supposed to be punitive, yes it is, that's not exactly punitive enough for me. He said I think if you having to stay at home with your mother or your wife because you've been a bad guy I think it's worse than jail.

Commissioner Rebholz said let's send them to your house.

Commissioner Richardson said no, don't send them to my house, I don't want them over there, they're criminals.

Commissioner Walker said there's only five.

Commissioner said yeah, historically we've had 16 and 17 and 18 so I would make a motion that the Manager approach the chief district court judge about what can be done to get more people on ankle bracelets and why people in probation violation can't be sent home on an ankle bracelet.

Vice-Chairman Langley said the flaw in your plan is that there are people on probation that are on house arrest that violate house arrest then they go to jail.

Commissioner Richardson said I don't have a problem with that scenario that then they go to jail but there are other people that are brought in just for not reporting to probation officers and a whole bunch of other things. He said why can't they go on ankle bracelets.

Vice-Chairman Langley said because most, there's a continual with the probation office. He said that is one of the sanctions that they use, is the ankle bracelet but a lot of those folks it just doesn't work for them. He said when I was still doing that work, they've changed it somewhat now, is that you'd have a bunch of them that cut that bracelet off and they're gone, and it will take forever for you to find them. He said I understand what you're saying, and I think the ankle bracelet is good for those who really want to do the right thing since they messed up but the ones that just want to continue on doing what they're doing they're going to do it. He said if they're selling drugs they're going to sell drugs with an ankle bracelet on.

Commissioner Richardson said I don't disagree with anything you said Commissioner. He said I think you're right on target, but I think we should still take a look at how we can go about getting more people on an ankle bracelet.

Vice-Chairman Langley said I don't have a problem with that.

Commissioner Richardson said if you, you don't have a problem with getting more people on it provided it's the right people, I agree. He said Commissioner Walker would you read the offenses of the people that are on the ankle bracelet list right now.

Commissioner Walker said I put it somewhere.

Chairman Waters said I'm looking at it, but it doesn't say what the charge is.

Commissioner Walker said I thought it said there was a murderer.

Chairman Waters said you would like this comment, it says allowed to travel to his mother's house in Havelock once a week.

Commissioner Rebholz said the second one down is a murderer, it says it on the far right. He said would you be willing to amend your motion to say ask that someone from the court system come over and explain to us at the next meeting what the ankle bracelet system is and how they administer that.

Commissioner Richardson said I don't have a problem with that.

Chairman Waters said so you amend your motion and did you second that.

Commissioner Rebholz said I'll second that.

Commissioner Booth said so what's the motion.

Chairman Waters said that we have someone from the court system come explain the ankle bracelet program.

Commissioner Booth said what was the original motion.

Commissioner Richardson said that we have the district court judge come and explain it and to get more people on and it's been amended to have a representative of the court to come and explain it. He said I'll take either one of those.

Motion: Commissioner Richardson motioned to have a representative from the court system come to the next meeting and explain the ankle bracelet program. Commissioner Rebholz seconded. The vote was unanimous.

County Litigation Discussion

Commissioner Richardson said the next item is the county litigation discussion. He said I would ask the County Manager and Attorney have we been notified of any additional lawsuits against the County.

Mr. Alligood said I'm not aware of any. He said you did have one that was dismissed.

Commissioner Richardson said yeah, that was the Corey Anderson one, I got that.

Mr. Francisco said that's subject to an appeal.

Chairman Waters said is that a 30-day time period.

Mr. Francisco said yeah.

Commissioner Deatherage said it's come to my knowledge that there is going to be an appeal. He said that's information for you Commissioners and for the public.

Support Lawsuits Against Illegal Immigrants

Commissioner Richardson said I have not had time to do my work, but I will do some more work on that. He said I still think the amicus curie is an excellent way for counties to have a say in the awful situation at our borders where the federal government is not enforcing the laws of the land and where they are inviting the illegals into this County and I'll do some more work on this and I think it's something that counties can use to have a say in a whole lot of things that we have been sitting on our hands and saying oh, that's not in our jurisdiction. He said every illegal immigrant that comes into this country is a problem for Beaufort County because somewhere, somehow one of those is going to go through our social services system, our school system or somewhere else. He said with that, I'll ask the manager, have you had any notice, or any employees have any notice that the federal government will be introducing illegals into Beaufort County.

Mr. Alligood said I'm not aware of that, but I don't know that we would be notified of that.

Commissioner Richardson said in some places I think some counties are cooperating and I think they do have notices so that's why I asked, just to see if we've had any notice.

Removal of Red Wolves in Beaufort County

Commissioner Richardson said what I'm about on red wolves is the federal government, I understand under a court order, is trying to reintroduce red wolves into this area. He said this is something that has been a problem for us for a long time and we don't need red wolves introduced into this area, we don't want red wolves, from the people that I've talked to,

introduced into this area and what I'd like for the Board to say is how do you want to proceed with letting the powers that be know what our position is.

Chairman Waters said I sat in on the virtual conference or introduction last Monday or Tuesday night. He said if I understand it correctly they're doing this under a federal order to US Fish and Wildlife, to reintroduce the red wolf. He said I think thing is important enough for us to do a formal resolution and my recommendation is it's more than the red wolf. He said if you talk to landowners our biggest problem is the coyote and the cross between the two. He said I still think Brenda Hamilton was attacked by either a pack of coyotes or red wolves or the hybrid. He said the hybrid is the real aggressive animal in the group and the population just continues to expand. He said it's just like a dog if they have a litter, not all of them are going to survive but I think in our resolution we need to make sure we address the fact that we're not happy with the red wolf, but we also need to put more emphasis to North Carolina Wildlife Commission on managing the coyote population. He said you do that by continuing to allow them to trap and also have a season where you can actually shoot the coyote. He said we've got to many people that are involved in this that are outside the state of North Carolina that's pushing this and involved in the court order or taking them to court. He said it's not somebody that has to live in the area where you have the coyote and the red wolf running around and all the hybrid stuff. He said so I would suggest that we challenge Mr. Francisco or Mr. Alligood or Ms. Mosher, all three of them to come up with a resolution that kind of addresses that so that hopefully we can get other counties. He said there's commissioners in Washington County and Hyde County that are very concerned about it and what they're doing this time, one of the biggest thing they tried to talk about was a cost-share program, which you call socialism, a cost share program with landowners where they come in and manage the coyote population. He said because the coyote population is what's really the threat to the red wolf because of the cross breeding. He said this group has funding now for four digital signs, like DOT uses that will allow us to know where the red wolf is crossing because 50% of the red wolves that died in the past were hit by a vehicle. He said it's very important for a lot of areas on the north side once you get past the city limits of Washington.

Mr. Alligood said we'd be happy to work with the Board in drafting a resolution and bring it back during the next meeting.

Commissioner Richardson said that satisfies me.

Beaufort County Commissioners are Resolved and Sworn to Demand, Without Fail, Voter Integrity in North Carolina, and All of its Counties

Commissioner Deatherage said earlier tonight we heard a certain Beaufort County citizen speak to free and fair elections in North Carolina. He said she spoke of North Carolina for a central reason, all elections are held by state independently of one another. He said there are no national elections in the United States of America. He said that's not what our founders wanted and that's not what they wrote into the constitution. He said I would like to stress a couple of paragraphs here that I've written today and then move into the resolution and offer it to you Commissioners for passage. He said at the constitutional core of this issue of North Carolina and all other state and commonwealths conducting free and fair elections is the immutable truth that each independent sovereign governing entity of these United States have the constitutional duty to independently conduct elections, providing that they are compliant with the voting rights act that is now six decades in existence. He said in essence our founders purposely decentralized elections through our United States Constitution by guaranteeing that only states legislatures suffer the independent right to enact free and fair elections as is their sovereign responsibility to do so. He said where the conflict comes to the fore is that there is a massive political push by the socialist democratic party, even to the point of ending the centuries old US Senate rule of filibuster and thereby nationalizing the elections in direct opposition to the constitutional wishes of our founders. He said while this political movement is unconstitutional on its face, this political call by the left would further destabilize the public's confidence in their elections, that their elections would remain free, fair, and fully constitutional for application in perpetuity. He said so now that I've said that I'd like to read the resolution.

Commissioner Booth said I thought you already did.

Commissioner Deatherage said excuse me, do you have something to say.

Commissioner Booth said I said I thought that was the resolution.

Commissioner Deatherage said those were just words, I hope you listened. He then read the following resolution:

Beaufort County Commissioners are Resolved and Sworn to Demand, Without Fail, Voter Integrity in North Carolina, and All of its Counties

***Whereas**, Beaufort County is a Body Politic of the State of North Carolina, whereby the Beaufort County Commissioners are sworn to govern, and therefore are legislated by the North Carolina General Assembly to enforce and provide the People: space and equipment to democratically poll the self-governed electorate of Beaufort County in each election; count their votes; and submit those correct tallies to the North Carolina State Board of Elections, and;*

***Whereas**, North Carolina is constitutionally charged by the People of North Carolina, and the federal government of the United States of America to democratically, and legitimately elect our governing officials, our representatives by the laws passed by the North Carolina General Assembly, which is the process prescribed by our Founders fully within the dictates of the United States Constitution, as specified by: Article I, section 4; Article II, Section 1, the 12th Amendment; the 17th Amendment, and;*

***Whereas**, there is currently a spurious political movement by the Democratic Socialist Left, of which the Biden /Harris Administration is acting as lead spokespeople, to confuse the unsophisticated within our electorate by conflating a disingenuous and dishonest understanding of Voting Rights in conjunction with Voting Integrity, and;*

***Whereas,** there are no real Voting Rights issues of restriction in states as claimed by this aforementioned radical Democratic Socialist Left, where any future national "Voting Rights" legislation could become any remedy to what is their promotion of false defects to OUR national democratic process, and*

***Whereas**, Beaufort County's commissioners are dedicated, with great resolve and commitment, to hold free and fair elections here in Beaufort County, to which they must publicly fund all necessary components of that process as is their purposeful part of the electoral process; thereby, in return, expect and demand complete and unbiased Voter Integrity in all 100 counties of North Carolina, therefore;*

***Let It Be Resolved**, here today and forever, Beaufort County's commissioners understand that all elections must be fully democratic in purpose, while foundationally constitutional in that process, respecting both hallowed documents, one by our sovereign North Carolina and the other by OUR United States, where and how our democratic elections are conducted, whereby the rights of all American citizens are guaranteed by the utmost integrity in that process.*

***Let It Further Be Resolved,** a copy of this resolution will be sent to all North Carolina county governments, the North Carolina State Board of Elections, the North Carolina DOJ, the governor of North Carolina, Beaufort County's representatives in the NC General Assembly, including the leadership, and, ultimately, the entire congressional delegation representing North Carolina.*

Chairman Waters said are you making that a motion.

Commissioner Deatherage said sure.

Commissioner Walker said Commissioner Deatherage, once again your wordage is such that you give a lot of the other Commissioners a way out, a reason for them not to vote. He said I'd love to see this pass, this is very important, but I think there's some things that if you could take it out, if you would take some of these paragraphs out they would have to vote for it, I would see no reason not to but with what you've put in there you're giving them a way out to not vote for it. He said the socialist, we all know that but just don't put that in there. He said Commissioner Richardson had the greatest idea with this is an idea, have them write a resolution, a simple resolution we can vote on and then when people read it and when we send it all over the place it's a very simple thing and people go yeah, I can get behind this. He said I brought this up last month with the resolution that you did. He said I would love to see this thing pass but not with such wordage. He said you have trouble reading it yourself and you wrote it.

Commissioner Deatherage said look, let me say this, I wrote it, my vision is not that good so please forgive me if that sets you off a little bit. He said I'll get my next eye done and then I'll probably have reading glasses but if you must know that's my specific problem. He said sometimes I do not see as well as the rest of you. He said that, in time, will be remedied however that does not take away from the fact that I understand these words totally, this is precise language, this is the kind of language that you send to people that understand what this is all about and this is not a political instrument only.

He said of course electing democratically in the United States is a political process. He said right now it is being bastardized by a group that wants to turn it into a political entity for a national election. He said I think that is wrong. He said I think me talking about using the truth, speaking truthfully to this resolution shouldn't set these commissioners apart from doing what is right. He said you say there's people out there that don't understand these words, these words are perfectly legitimate. He said if you were to read them as I write them and read them with understanding you would see what my meaning is. He said I think it's very easy. He said I've had people that know how to write resolution, read this resolution and others. He said they understand them and say that is what you send to people that understand these things. He said to reduce it to paddle and say this is bad, this is wrong, this is the way it should be you're not really setting a guide for the way it should be. He said now if you want to improve on this I'm okay but just saying just make it a couple of paragraphs, that's not going to do it, that's not a resolution.

Commissioner Walker said well I'm voting for it so let's just see how the vote goes.

Vice-Chairman Langley said Commissioner Deatherage I want to say this to you, most of the time every resolution that you send is always offensive to someone. He said you can't just convey your message without name-calling or being negative. He said that's what you do in every resolution that you've had and then you take pride in the fact that you've been so offensive to other people.

Commissioner Deatherage said what is so offensive in this specific resolution.

Vice-Chairman Langley said look at all the name-calling in there.

Commissioner Deatherage said speak to it specifically then.

Vice-Chairman Langley said read it.

Commissioner Deatherage said I'm not going to do that, I wrote it, bad eyes and all, tell me where it is specifically.

Vice-Chairman Langley said so you purposely write the way that you write, that's what you're saying.

Commissioner Deatherage said I speak in precise terms, yes.

Vice-Chairman Langley said that's why I'll never vote for any of your resolutions because you're just offensive in everything you do.

Commissioner Deatherage said that's just an excuse.

Vice-Chairman Langley said it's not an excuse, it's who I am, it's not the truth.

Commissioner Deatherage said the truth will set you free then speak about this in specificity.

Vice-Chairman Langley said it's stupid and dumb, how about that.

Commissioner Deatherage said it's what.

Vice-Chairman Langley said it's stupid and dumb, that's the truth.

Commissioner Deatherage said I don't think you're at that level where you can regard what I say or do as stupid in any way, shape, or form.

Chairman Waters said one of the things I think the public should understand is during our planning session we had Kelly Harris-Hopkins here to make a presentation and she answered questions as it related to local elections, and everyone was happy with it. He said Commissioner Richardson was happy with it, Commissioner Deatherage was happy, so were the rest of them. He said there's no reference in this resolution that even congratulates or appreciates what's happening at a local level.

Commissioner Deatherage said this resolution isn't for Beaufort County, it's to go beyond Beaufort County and speak to the larger issue.

Chairman Waters said that would be a good time for you to run for a state office, why don't you run for a state office.

Commissioner Deatherage said you have to understand, all politics are local, all governing is local. He said what we do is elect people locally to serve locally and at the state level and at the national level. He said we even pick the president in North Carolina. He said now for our votes here to be cancelled out because this group may, in part, be in favor of elections are not free and fair, that is wrong. He said we should join a front in this nation, in this community of good and decent patriots to want our elections to be free and fair and right now we're seeing a national move to nationalize elections, which on its face would probably be unconstitutional. He said we should be at the point of the spear for this.

Motion: Commissioner Deatherage motioned to approve the above resolution entitled "*Beaufort County Commissioners are Resolved and Sworn to Demand, Without Fail, Voter Integrity in North Carolina, and All of its Counties*" and send it to the people in the last paragraph. Commissioner Richardson seconded.

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

Commissioners Comments

Commissioner Richardson said there's one item I'd like to bring up that I thought would be on the agenda tonight and that has to do with the resolution for Sidney to lower the speed limit.

Chairman Waters said we approved that at the last Commissioners meeting.

Mr. Alligood said we sent a letter to NCDOT asking them to study that area. He said that was sent after the first meeting.

Commissioner Richardson said oh, okay.

Mr. Alligood said we got a reply from them saying we've received; they've received it and they're studying it. He said their traffic engineers will take a look at it to see if that's appropriate.

Chairman Waters said Billy gave me the resolutions for the petition that had been signed and I've given that to Brian.

Commissioner Richardson said give me two more minutes and we can go home. He said I have a problem with using public money to buy private property rights and putting money in people's pockets like this under the ruse that this easement is going to change things because I think I pretty well proved tonight it's not going to change anything, and people are going to walk away with about $250,000 in a half million-dollar deal on private property rights. He said this just should not be. He said it's done under the ruse that we're protecting agriculture, no, it's done under the ruse that we're putting money in special interests' pockets and that's what it is, and I am offended by it.

Motion: Commissioner Booth motioned to adjourn. Vice-Chairman Langley seconded. The vote was unanimous.

Adjourned at 8:21 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

1. Budget Amendment, DSS
2. Budget Amendment, Health Department
3. Amended Budget Amendment, Soil and Water
4. Budget Amendment, Watershed Project
5. Budget Amendment, Architect Fees
6. Tax Collector Refunds
7. Tax Assessor Refunds
8. EMS Oversight Committee Appointment
9. Approval of Board of Commissioner Minutes

Beaufort County
Finance

Budget Amendment Request

Department: Social Services **Date of Request:** February 7, 2022

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105330.522000	Purchased Meals (Exp.)	$33,485	
100222.493044	Aging – Title III (Rev.)	$30,137	
105421.560000	Co. Share Special Assistance (Exp.)		$3,348

Department Justification:
On January 19, 2022, we received notification that Beaufort County's Home and Community Care Block Grant (HCCBG) allocation would be increased by $37,485. Of this amount, $4,000 will be awarded to the Senior Center for their operations. The remaining funding, $33,485, will be used to increase the number of meals served to participants on the Home Delivered and Congregate Meals programs. This additional funding does require a 10% county match, but we are able to cover the match within our current budget. The 10% county match will be covered by transferring funds from the County Share of Special Assistance line to the Purchased Meals line. The funding is distributed by Mid-East Commission Area Agency on Aging.

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 Corprew	1/28/22
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. _____	

Lori Leggett

From: Annette Eubanks <aeubanks@mideastcom.org>
Sent: Friday, January 21, 2022 12:58 PM
To: Lori Leggett; Angela Spencer
Cc: Brian Alligood; Bryant Buck
Subject: HCCBG increase

Follow Up Flag: Follow up
Flag Status: Flagged

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

Lori and Angela,

I am sharing Beaufort County's HCCBG allocation that reflects the recent increase in the state budget. Beaufort County's HCCBG allocation increased by $33,737. I reached out to Brian Alligood to make him aware of the increase in local match required. He indicated they are good with the additional match. We are not required to go through the normal planning and budget processes. We will need a new 731 and 732s only. I would provide an update to the Aging Steering Committee as a review only the next time you meet- I do not expect you to pull the committee together to approve service allocations due to the new funds. I would ask that you ensure Grace Martin is provided an increase in senior center operations.

Previous allocation: $465,965 with a required 10% match of $51,774
New allocation : $499,702 with a required 10% match of $55,522

These funds have to be expended no later than June 30th. DAAS will prior using these HCCBG state funds first allowing federal funds to revert to the state and be re-distributed next year utilizing the funding formula.

Please get the 731 and 732's to me as soon as possible. Due to the short turn around- I will utilize unsigned documents to put budgets into ARMS. Just send me totals and submit signed documents once you receive them.

Annette Eubanks
Mid-East Commission
Aging Program Director

mecaaa
Mid-East Commission Area Agency on Aging

DAAS-731 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Beaufort

County Funding Plan

July 1, 2021 through June 30, 2022

County Services Summary

	A				B	C	D	E	F	G	H	I
	Block Grant Funding				Required	Net	NSIP	Total	Projected HCCBG	Projected Reimbursement	Projected HCCBG	Projected Total
Services	Access	In-Home	Other	Total	Local Match	Service Cost	Subsidy	Funding	Units	Rate	Clients	Units
In-Home Aide-Level II Personal Care		230000		\\\\\\\\\\	25556	255556		255556	13000	19.662		13000
Congregate Nutrition			73000	\\\\\\\\\\	8111	81111	4125	85236	5500	10.7196		5500
Home Delivered Meals		104737		\\\\\\\\\\	11637	116374	10500	126874	14000	8.7936		14000
Transportation (General)	21075			\\\\\\\\\\	2342	23417		23417	2500	9.4468		2500
Information & Case Assistance	40000			\\\\\\\\\\	4444	44444		44444				
Senior Center Operation			26190	\\\\\\\\\\	2910	29100		29100				
Health Pro/Disease Prevention			4700	\\\\\\\\\\	522	5222		5222				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
				\\\\\\\\\\	0	0		0				
Total	61075	334737	103890	499702	55522	555224	14625	569849	35000	\\\\\\\\\\\\	0	35000

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Beaufort County Dept. of Social Servies
632 W. 5th St.
Washington, NC 27889

County Funding Plan

Provider Services Summary

DAAS-732
County: BEAUFORT
Budget Period: July 2021 through June 2022
Revision #: Date: 1/28/2022

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
In-Home Aide-Level II - Personal Care			$ -	$ 230,000	$ -	$ 230,000	$ 25,556	$ 255,556	$ -	$ 255,556	12,997	$ 19.6620		13,000
Congregate Nutrition			$ -	$ -	$ 73,000	$ 73,000	$ 8,111	$ 81,111	$ 4,125	$ 85,236	5,400	$ 15.0202		5,500
Home Delivered Meals			$ -	$ 104,737	$ -	$ 104,737	$ 11,637	$ 116,374	$ 10,500	$ 126,874	13,822	$ 8.4196		14,000
Transportation (General)			$ 21,075	$ -	$ -	$ 21,075	$ 2,342	$ 23,417	$ -	$ 23,417	2,479	$ 9.4468		2,500
Information & Case Assistance			$ 40,000	$ -	$ -	$ 40,000	$ 4,444	$ 44,444	$ -	$ 44,444	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ 61,075	$ 334,737	$ 73,000	$ 468,812	$ 52,090	$ 520,902	$ 14,625	$ 535,527	34,698		-	35,000

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer Date

Melanie Congrews, Director 1/28/22
Authorized Signature, Title Community Service Provider Date

Signature, Chairman, Board of Commissioners Date

Home and Community Care Block Grant for Older Adults

Grace Martin Harwell Senior Center

310 W. Main St.

Washington, NC 27889

County Funding Plan

Provider Services Summary

DAAS-732

County: BEAUFORT

Budget Period: July 2021 through June 2022

Revision #: **Date:** 1/28/2022

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Health Promotion/Disease Prevention			$ -	$ -	$ 4,700	$ 4,700	$ 522	$ 5,222	$ -	$ 5,222	-	$ -		-
Senior Center Operation			$ -	$ -	$ 26,190	$ 26,190	$ 2,910	$ 29,100	$ -	$ 29,100	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ -	$ 30,890	$ 30,890	$ 3,432	$ 34,322	$ -	$ 34,322	-		-	-

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title — Date

Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

Beaufort County
Finance

Budget Amendment Request

Department: **Health** **Date of Request:** **02/7/2022**

FY Budget: FY22 #15

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-445145	MAT Grant Revenue	$76,742	
105161-526118	MAT Grant Supplies	$39,794	
105161-519318	MAT Grant Professional Services	$18,700	
105161-540018	MAT Grant Equipment	$11,272	
109991-499100	Appropriated County Funds		$6,976

Department Justification:

- NC Comprehensive Opioid Abuse Grant (MAT)

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

County Position No. TBA

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head	James Madson (Jan 19, 2022 16:20 EST)	Jan 19, 2022
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 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner

Division of Soil & Water Conservation

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If ☒ NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort Soil & Water Conservation District

PROJECT TITLE/NAME: DSWC-District Matching and Technical Assistance Agreement

CONTRACT #: 21-035-4005 **AMENDMENT #:** 01-2022

Check one Box	DOCUMENT TITLE *ALL SIGNATURES MUST BE IN BLUE INK*	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
☐ Yes ☐ No	Contract Amendment "Check Off List" for Grantee	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	Contract Amendment Cover	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment A** - Signature Card	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**Attachment B** - Contract Scope of Work and Payment Provisions	☐ Yes ☐ No	☐ Yes ☐ No

Departmental Use Only

CENTER: 1611-3701
ACCOUNT: 536967
AMOUNT: $7,200.00

CENTER: 2710
ACCOUNT 536502
AMOUNT $51,360.00

CENTER:
ACCOUNT 536502
AMOUNT

CENTER: 2715
ACCOUNT 536502
AMOUNT $450.00

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

DSWC-District Matching and Technical Assistance Agreement - Governmental

Amendment Number: 01-2022
Contract Number: 21-035-4005

This document amends the Contract bearing the effective date of July 1, 2020, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Beaufort** Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is **56-6001521**. The Congressional District Number is **3rd**. The Grantee's DUNS number is **616168266**

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below.

1. **Section IV. DSWC Duties:**

The previous Section IV is hereby deleted and replaced with the following:

The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the Grantee shall not exceed **$59,010.00.**

This amount consists of: $0.00 in federal funds.
This amount consists of: $59,010.00 in State funds

The Grantee's matching requirement is **$58,560.00**, which consists of:

In Kind	$
Cash	$
Cash and In-kind	$
Cash and/or In-kind	**$58,560.00**
Other/Specify	$

The total Contract amount is **$117,570.00.**

2. Contract Scope of Work and Payment Provisions:

The previous Attachment B: Scope of Work and Payment Provisions is hereby deleted and replaced with the attached Attachment B: Scope of Work and Payment Provisions. The revision is necessary to add funding for the 2021-22 fiscal year. In cases where the grantee did not invoice for the full amount of budgeted funds for Activities 1 or 2 in FY2020-21, the funds budgeted for 2020-21 have been reduced to reflect the actual amount invoiced for 2020-21.

Also, this amendment shall serve as notification to the Grantee that it shall submit to the Agency the documents outlined below:

1. Signature Card (Attachment A)

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Amendment.

This Amendment is continued on the next page.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract Amendment in two (2) originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: **Beaufort Soil and Water Conservation District**

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Attachment A

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

SECTION II.

Certification:
By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract Signature)~~

~~**Board Chair, Executive Director, etc.**~~	**Financial Representative, Treasurer, etc.**
~~Print Name & Title:~~	~~Print Name & Title:~~
~~Signature~~:	~~Signature~~:

GOVERNMENTAL ENTITIES (Must match Contract Signature)

Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

ATTACHMENT B

Scope of Work and Payment Provisions

The Beaufort Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for district operating support are allocated to each county equally, subject to that District's documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the Grantee shall:

    a. Submit by March 31 of each fiscal year an 'Application for Matching Funds for Soil & Water Conservation Districts' showing the amount of matching funds requested by the Grantee and documenting the source and amount of matching funds provided by the Grantee. The Grantee shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**

    b. Upload to the Agency's SharePoint site the approved minutes of all district board meetings held during the term of the Contract.

2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to districts by the Commission and through the Agency in accordance with its rules and procedure, 02 NCAC 59D .0106 and 02 NCAC 59H .0106(b). To be eligible to receive technical assistance cost share, the Grantee shall:

    a. Submit by June 1 of each fiscal year, the District Strategy Plan for cost share programs for the upcoming fiscal year, including a request for technical assistance funds. The request for technical assistance funds should include staff name, title and email address for each position proposed for cost sharing.

    b. Implement cost share program activities in the District, pursuant to Commission rules and policies. A district position funded through this Contract may work on other activities, but the position must contribute at least 1,040 hours annually per FTE to providing technical assistance or cost share program implementation. Positions cost shared at less than 1 FTE, shall contribute a pro-rated number of hours for the same purposes. All activities must be documented with a monthly-activities tracking form which shall be submitted quarterly on or before October 15, January 15, April 15, and June 30.

    c. Submit a PY 2022 Quarterly Cost Share Technical Assistance Request for Payment on the Division's Formsite Page at least annually and no more frequently than quarterly documenting actual expenditures and match expenditures by the Grantee in support of technical assistance for Commission cost share programs. Any technical assistance funds encumbered for the current fiscal year that are not requested by the Grantee on or before June 30 of that fiscal year shall be unencumbered from this Contract.

d. Work with the technical supervisor to upload an updated Individual Development Plan in AgLearn by June 30, 2022 for each for each employee funded through this Contract.

e. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall upload to the Agency's SharePoint site an annual Secondary Employment Form for each employee performing work on Commission cost share program contracts. The initial Secondary Employment Form shall be submitted annually on or before October 15 of each year. The Grantee shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

3. Conservation Easement Stewardship. The Division shall issue the District an Easement Monitoring Work Authorization for the sites to be monitored. District shall monitor the property easement(s) in the Work Authorization to ensure compliance with the Terms and Conditions of the Conservation Easement for each property. The deadline to complete all monitoring is June 2, 2022. The District will conduct pre-field, field and post-field activities that include:

   a. Landowner communication and correspondence;
   b. Review of the original CREP/Swine Buyout application;
   c. Review other annual monitoring reports and reference documents on the internet - based enterprise application management system (IBEAM);
   d. Load PDF Map into smart phone;
   e. Travel;
   f. Use tracking feature to record the entire location visited.
   g. Walk the property perimeter and other roads as deemed necessary to:
      1. Determine the presence of violations;
      2. Visit areas of special concern (i.e. locations of former swine production facilities, hunt stands, ATV trails, etc.); and
      3. Place/replace signs marking the conservation easement boundary.
         a. Ensure that each marking sign is placed parallel to the conservation boundary line, facing away from the conservation area.
         b. Two signs will be placed on each conservation boundary corner if the change in direction at the corner is more than 30 degrees.
         c. Install a sign at each corner on both sides of any crossing.
         d. Ensure that each sign is visible from the last sign at contract completion. Signs shall be placed no more than 200 feet apart (adjacent open fields) or no more than 100 feet apart (in forest area) if not within the line of sight of neighboring signs.
         e. If neighboring property is a subdivision, one marker with sign shall be placed at each corner of the adjoining property.
         f. The aluminum nails (provided) used to attach the signs (provided) to the trees are to be nailed one-half way into tree;
   h. Within five (5) business days of completing the monitoring activity complete and submit the on-line IBEAM Stewardship monitoring forms, including all known information for the property contact in the Properties tab; and,

i. Should the District find that the Property is not in compliance with the terms of the Conservation Easement, it shall provide written notification to the DEPARTMENT using the template provided by the DEPARTMENT.

j. For each site monitored, record and submit in text box 31 of the IBEAM form the number of hours spent by the District in the monitoring activity

k. Submit invoices for payment for monitoring activities to the Department Program Manager at no more than a quarterly frequency. The invoice shall identify and request payment for the percentage of assigned properties monitored. A progress report must accompany the invoice.

The entire (100%) of the easement boundary shall be walked during each monitoring visit unless the entirety of the easement boundary can be observed without obstruction.

The District shall register to use the IBEAM system and provide updated property ownership changes and submit monitoring forms (including photos and screen capture of tracking). If no photos were taken, then a statement in the comments section shall state such.

To the extent the District is aware, where timber operations occurred on parcels/properties adjacent to the conservation easements, site monitoring is to occur after the completion of the timbering operation.

In the event a monitoring site visit highlights the need for additional stewardship work (management, enforcement, etc.), the District will contact the DEPARTMENT Program Manager to determine if additional tasks are warranted beyond those specifically outlined in this activity description. The associated costs, if any, may be accommodated either through the contract as direct costs or through a contract amendment.

The monitoring fee for assigned sites is shown on the Work Authorization. Said fee shall be due and payable upon receipt of a proper invoice identifying the percentage of assigned properties monitored and including a progress report.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2020-21	$3,600.00	$3,600.00
2021-22	$3,600.00	$3,600.00
2022-23		

Activity 2: Cost Share Technical Assistance

Fiscal Year	Maximum Allocation	District Match Requirement
2020-21	$24,727.00	$24,727.00
2021-22	$26,633.00	$26,633.00
2022-23	$0.00	$0.00

Activity 3: Conservation Easement Stewardship Monitoring

Deliverable	Maximum Amount Awarded		District Match Requirement
	CREP sites	Swine Buyout Sites	
Stewardship Monitoring Report		$450.00	$0.00

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Beaufort SWCD

PROJECT TITLE/NAME: Watershed Restoration Project

CONTRACT #: 17-175-4087

GO Entities Only Check One Box		*Document Title*	*Department Use – Documents Attached or On File*		*Grants and Contracts- Documents Attached or On File*	
Yes	No	Contractual "Check Off List for Grantee	Yes	No	Yes	No
Yes	No	Contract Cover (To be signed, dated & witnessed)	Yes	No	Yes	No
Yes	No	Attachment A – General Terms and Conditions – Government/University	Yes	No	Yes	No
Yes	No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
Yes	No	Attachment C – Certifications and Assurances Section	Yes	No	Yes	No
Yes	No	Attachment D – NC OpenBook Supplemental Information	Yes	No	Yes	No
Yes	No	Attachment E – Signature Card	Yes	No	Yes	No
Yes	No	Attachment F – W-9 Tax Information	Yes	No	Yes	No
Yes	No	Attachment G – Vendor Electronic Payment Form	Yes	No	Yes	No
Yes	No	Attachment H – FFATA Data Reporting Requirements (if applicable)	Yes	No	Yes	No
Yes	No	Attachment I – Federal Regulations (if applicable)	Yes	No	Yes	No

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only

CENTER: ___
ACCOUNT: 536502
AMOUNT: _

CENTER: 2975-4786-2017
ACCOUNT: 536502
AMOUNT: $282720

CENTER: _____
ACCOUNT: 536502
AMOUNT: _____

CENTER: _____
ACCOUNT: 536502
AMOUNT: $.00

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Watershed Restoration Project - Governmental

CONTRACT # 17-175-4087

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation** (the "Agency") and **Beaufort SWCD** ("Grantee"), and referred to collectively as the "Parties". The Grantee's federal tax identification number is 56-6001521 and is physically located in Beaufort County, and is further located at 155C Airport Road Washington, NC 27889.

The purpose of this Contract is to implement needed repairs to streams and drainage ways resulting from hurricanes and subsequent flooding. The Grantee's project title is Watershed Restoration Project. This Contract is funded by state appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

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

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

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

I. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple

Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on **November 14, 2020** and shall terminate on **November 13, 2023** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in the Attachment **B:** Scope of Work. The Grantee shall be responsible to obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed **$282,720.00.** This amount consists of: **$282,720.00** in State funds.

[x] a. There are no matching requirements from the Grantee.

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

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

[ ] c. The Grantee's matching requirement is , which consists of:

	In Kind	$
	Cash	$
	USDA Funds	
	Cash and/or In-kind	
	Other/Specify:	$

[ ] d. The Grantee has committed to an additional $ _____ to complete the project as described in Attachment B.

The total contract amount with matching funds is .

V. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. **Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. **Reporting Requirements:**

(1) State [N.C.G.S. 143C-6-23]:
The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency Reporting Requirements:

a) The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved. The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
b) The quarterly and final report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
c) Grantee shall submit a Final Financial report and Final Invoice not later than 60 days after the expiration or termination of this Contract.

IX. **Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with an invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

Up to 16 percent (16%) of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any expenses pledged by the Grantee as match for this project and salary, benefits, and operating expenses that would normally have been paid by the Grantee.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

a) Expanding the project or program;
b) Continuing the project or program after grant ends; or
c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to; copies of invoices, individual time sheets and travel logs that have been signed by the

employee and supervisor; salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

Staff from the Division of Soil and Water Conservation or its designated agent will conduct a site visit and approve the work completed and submitted for reimbursement prior to releasing any payment to the Grantee. The Agency must determine that all work has been completed satisfactorily in accordance with the Best Management Practices for Selective Clearing and Snagging.

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly invoices.

Indirect costs are not allowable expenditures under this Contract, except as described in paragraph two of this section.

X. **Contract Administrators:**

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

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
David B. Williams, Deputy Director Division of Soil & Water Conservation 1614 Mail Service Center Raleigh, NC 27699-1614 Telephone: 919-715-6103 Email: David.B.Williams@ncagr.gov	David B. Williams, Deputy Director Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC 27603

For the Grantee:

Grantee Contract Administrator	Grantee Principal Investigator or Key Personnel
Nathaniel Woolard Beaufort SWCD 155C Airport Road Washington, NC 27889 Telephone: (252) 946-4989 Ext.3 Fax: Email: nathaniel.woolard@co.beaufort.nc.us	Same

XI. **Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise normally expends for salary and benefits for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for

such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. **Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

a. Will implement or already have implemented adequate internal controls over disbursements
b. Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
c. Assure adequate control of signature stamps/plates
d. Assure adequate control of negotiable instruments; and
e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.
f.

XIII. **Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. **N.C.G.S. § 133-32 and Executive Order 24:**

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 or Contract, 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 employee of your organization.

[This Contract is continued on the next page]

XV. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

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

Grantee: Beaufort SWCD

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

ATTACHMENT B
SCOPE OF WORK
WATERSHED RESTORATION PROJECT

Beaufort SWCD (the "GRANTEE") will complete watershed restoration activities including cutting and removing downed trees, broken tops, woody/vegetative debris and sediment that impede or potentially impede water flow in the streams and tributaries included in Table B1 below (taken from the application submitted by the GRANTEE). For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

TABLE B1: Stream/Ditch Segments to be repaired

A	Hidden Run	Trees down & Blocking drainage. Plan to remove trees & return flow.	5,500
B	Hidden Branch	Trees down & Blocking drainage. Plan to remove trees & return flow.	1,500
C	Taylor Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	5,000
D	Tuten Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	3,500
E	Mill Hole Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	4,000
F	Decoy Run	Trees down & Blocking drainage. Plan to remove trees & return flow.	6,000
G	Cherry Run II	Trees down & Blocking drainage. Plan to remove trees & return flow.	15,000
H	Chocowinity Creek III	Trees down & Blocking drainage. Plan to remove trees & return flow.	13,000
I	Bay Bracnch	Trees down & Blocking drainage. Plan to remove trees & return flow.	14,000
J	Tankard Creek II	Trees down & Blocking drainage. Plan to remove trees & return flow.	3,000
K	Throughfare Gut	Trees down & Blocking drainage. Plan to remove trees & return flow.	7,000
L	Rice Creek	Trees down & Blocking drainage. Plan to remove trees & return flow.	7,500

The GRANTEE will ensure that all required permits are secured for each site and landowner permission is granted before any work proceeds for that site.

The GRANTEE will ensure that it and its contractors follow the Division of Water Resources' *Hurricane Matthew Stream and Wetland Cleanup/Restoration Guideline* dated October 2016. The GRANTEE shall also follow *Best Management Practices for Selective Clearing and Snagging* to manage all woody debris removed from streams. These guidelines can be downloaded at:

https://www.ncagr.gov/SWC/disasterresponse/WatershedRecoveryEfforts.html

In the event the Grantee completes the work specified in the Scope of Work without exhausting the funds in the Contract, the Agency Contract Administrator may issue a Work Authorization to approve stream debris removal work for additional stream segments requested by the Grantee, not to exceed the funds available in the Contract.

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

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

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

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

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

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

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

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

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

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

Miscellaneous

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

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

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

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

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

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

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

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

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

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their 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 contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

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

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

_____

Grantee Organization Name

_____

Signature of Authorized Representative Date

_____

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: _____
Contract Number: _____ Amendment Number: _____
Grantee Name: _____
TAX ID Number: _____
Fiscal Year Ends: _____

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline: Begin _____ End _____

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: _____

5. * Grantee County of Residence: _____ Congressional District#: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: ☐ Yes ☐ No County Name: _____
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

_____
_____
_____
_____
_____

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. Legal Name (as shown on your income tax return):

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

Contact Information

*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	City State Zip (9 digit)
*County	County

*8. Contact Name:	
*9. Phone Number:	
10. Fax Number:	
11. Email Address:	

*12. Entity Type

☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation

☐ Partnership ☐ Trust/Estate ☐ Other_____

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

*13. Entity Classification

☐ Medical Services
☐ Legal/Attorney Services
☐ NC Local Govt
☐ Federal Govt
☐ NC State Agency
☐ Other Govt
☐ Other (specify)

14. Exemptions (see instructions)

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the "Modification to Existing Vendor Records" section below If there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the vendor.	**STATE OF NORTH CAROLINA** **SUBSTITUTE W-9 FORM** **Modification to Existing Vendor Records**	

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

CHANGE TO: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

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Section 2:

* CHANGE FROM: SSN, or EIN, or ITIN	* CHANGE TO: SSN, or EIN, or ITIN
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Section 3:

CHANGE FROM: Vendor Name	CHANGE TO: Vendor Name
*Legal Name:	*Legal Name:
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:			* Date:

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Dunn and Bradstreet Universal Numbering System (DUNS). Vendors are requested to enter their DUNS number, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**, if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Office of the State Controller
Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov
Telephone: 919-707-0795

Vendor Electronic Payment Form

☐ New Add Request
☐ Change/Update Existing Account
☐ Inactivate Existing Account

***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.

***TAX ID # or SSN**

***PAYEE NAME**

***REMITTANCE ADDRESS**
(AS PRINTED ON YOUR INVOICE)

STREET | SUITE/ROOM #

CITY | STATE | ZIP CODE

***CONTACT**

NAME & TITLE | PHONE NUMBER

NEW FINANCIAL INFORMATION

***FINANCIAL INSTITUTION NAME:**	
***NAME ON ACCOUNT:**	
***NEW ROUTING NUMBER:**	
***NEW ACCOUNT NUMBER:**	
***ACCT TYPE:**	☐ Checking ☐ Savings
***REMIT E-MAIL ADDRESS**	

New add requests MUST include contact information for the state agency with which you are doing business.

***Agency Name:**	***Agency Contact Name:**
***Agency Contact Email Address:**	***Agency Contact Phone Number:**

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:	
NAME ON ACCOUNT:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	
ACCT TYPE:	☐ Checking ☐ Savings
REMIT E-MAIL ADDRESS	

*	**ALL BOXES BELOW MUST BE REVIEWED AND CHECKED**
☐	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
☐	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
☐	I have attached a copy of a **current** voided check, current bank statement or included a bank letter on bank letterhead.

***PRINT NAME:**	***DATE:**
***SIGNATURE:**	***PHONE NUMBER:**

Instructions

*** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:

   - New Add Request – Vendor would like to begin receiving payments via ACH.
   - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.

2. *Enter the vendor's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name – The name of the person or business receiving payment.

4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the vendor's contact name, title, and phone number.

6. *Enter the vendor's financial information:

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - Agency Name – The state agency the vendor is doing business with.
   - Agency Contact Name – The vendor's contact person name at the state agency.
   - Agency Contact Email Address – The contact person's email address at the state agency.
   - Agency Contact Phone Number – The contact person's phone number at the state agency.

   NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**

10. *Print Name – Print the name of the authorized signee on the form.
    *Date – Date of signature.
    *Signature – The authorized signee's signature.
    *Phone Number – The authorized signee's phone number.

Return to: OSC Support Services Center
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.

Beaufort County Finance

Budget Amendment Request

Department: **ARP Special Revenue & ARP CPF** **Date of Request:** February 7, 2022

FY Budget: 2021/2022 **Journal Reference Number:**

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
80-4680-598180	Transfer to GF CPF 180	15,000	
80-4680-526126	American Rescue Plan Expenses		15,000
180-3650-499080	Transfer from ARP Special Rev Fund	15,000	
180-7300-535550	Jail Improvements	15,000	

Department Justification: To appropriate additional $15,000 for jail architect fees.

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 transfers between Personal Services, Operating & Capital account	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Over payments

864619	579306	#####	KJEFFERSON P.n#5667-73-8935	0000015199-2021-2021-0000-00	REI	$853.42	$157.52			
PAUL, JOHN L 404 COWAN STREET WASHINGTON BEAUFORT NC 27889										
865133	579312	#####	HACKLIN P.n #5663-12-4816 00 001	0009542716-2021-2021-0000-	REI	$2,682.88	$2,017.58			
SOL SYSTEMS LLC 1101 CONNECTICUT AVE NW 2ND FLOOR WASHINGTON BEAUFORT DC 20036										
865123	579322	#####	KJEFFERSON P.n # 5760-23-9826 00	0000042313-2021-2021-0000-	REI	$150.00	$118.13			
THOMPSON, PEGGY L 1476 HORSE PEN SWAMP RD WASHINGTON BEAUFORT NC 27889										
864824	579315	1/3/2022	WKINION P.n#6655-32-1273	0000033013-2021-2021-0000-00	REI	$764.00	$764.00			
TETTERTON, JESSE RAY 15304 US HWY 264 PINETOWN BEAUFORT NC 27865										
865445	579313	#####	C9BEATB P.n# 5694-26-7206 00	0000040769-2021-2021-0000-	REI	$5,633.33	$512.12			
865457	579330	#####	KJEFFERSON P.n#6665730872 00	0000032012-2021-2021-0000-	REI	#######	$300.00			
PARTNERSHIP, HOWELL FARMS HOWELL FARMS PARTNERSHIP P.O. BOX 40 PINETOWN BEAUFORT NC 27865										
867310	579377	1/3/2022	KJEFFERSON P.n# 6654-03-6034 00	0000022212-2021-2021-0000-	REI	$1,074.00	$1,074.00			
RAWLS, O'BEALIE IV 1180 SAINT CLAIR RD LEESBURG AL 35983										
867671	579379	1/3/2022	WKINION P.n# N/A	0000040245-2021-2021-0000-01	BUS	$4,904.97	$131.67			
PAMLICO FISH FARM INC PO BOX 463 AURORA, NC 27806										
867338	579381	1/4/2022	C9BEATB P.n #5669-60-0447 00	0000006301-2021-2021-0000-	REI	$373.87	$192.45			
ESTATE OF DOROTHY A LEGGETT 3701 GALLBERRY RD WASHINGTON BEAUFORT NC 27889										
868092	579379	1/3/2022	WKINION P.n# 6576-71-4069	0000005187-2021-2021-0000-00	REI	$3,702.14	$355.92			

DEAL, THOMAS SCOTT P O BOX 463 AURORA BEAUFORT NC 27806										
868321	579394	1/4/2022	KJEFFERSON NO PIN#	0009532126-2021-2021-0000-00	BUS	$1,031.05	$227.91			
RYAN TAX COMPLIANCE SERVICES, LLC RYAN TAX COMPLIANCE SERVICES, LLC 16220 NORTH SCOTTSDALE ROAD, SUITE 450 SCOTTSDA										
869898	579444	1/6/2022	KJEFFERSON PIN# 7615-08-3177	0000014821-2021-2021-0000-00	REI	$1,052.37	$1,052.37			
CROWTHER, JAMES THOMAS JR 365 TOOLEY ST BELHAVEN BEAUFORT NC 27810										
☐ 869154	579417	1/5/2022	WKINION PIN# 5688-47-8746	0000012498-2021-2021-0000-00	REI	$3,519.15	$214.80			
GRIMES BUILT CONSTRUCTION LLC 1302 E FIRE TOWER RD GREENVILLE BEAUFORT NC 27858										
870705	579486	#####	KJEFFERSON PIN# 6656-33121D	0000011307-2021-2021-0000-00	REI	$234.74	$104.49	No		
WOOLARD, JAMES H 122 SWEETWATER DRIVE JACKSONVILLE NC 28540										
☐ 870680	579486	#####	KJEFFERSON PIN# 6601-738259	0009534065-2021-2021-0000-00	REI	$3,364.69	$694.38	$694.38		
GERARD, STEPHEN L 200 LAZY LANE BLOUNTS CREEK NC 27814										
☐ 870603	579486	#####	KJEFFERSON PIN# 6652-723104	0000047544-2021-2021-0000-00	REI	$720.15	$720.15	$720.15		
ELLIS, SCOTT JOHN 892 US HWY 264E BYPASS BELHAVEN BEAUFORT NC 27810										
☑ 870600	579486	#####	KJEFFERSON NO PIN#	0009544858-2021-2021-0000-00	IND	$3,238.35	$177.90	$177.90		
AYDLETT, CHARLES MARK 217 S MAIN ST BATH NC 27808-9790										
-	-		-				-			
			PIN # 5684-12-1384							
872232	579618	#####	0000043316-2021-2021-0000-00	0000043316-2021-2021-0000-00	REI	$538.57	$538.57			
WONDERGEM, JESSIE K 750 N TAMIAMI TR UNIT 1002 SARASOTA BEAUFORT FL 34236										

871905	579590	##### P.I.# 6653-76-8048	0000044376-2021-2021-0000-00	0000044376-2021-2021-0000-00	REI	$2,200.82	2200.82			
HARVEY, SANDRA FLOYD 8601 CYPRESS LAKES DR APT # 205-A RALEIGH BEAUFORT NC 27615										
866271	579357	##### P.I.# 6643-13-9473	0000023696-2021-2021-0000-00	0000023696-2021-2021-0000-00	REI	$863.72	$392.24			
EVERETT, JERRY G SR 321 WHITEPOST ROAD PINETOWN BEAUFORT NC 27865										
☑	-	-		-				-		
☐	-	-		-				-		

Date run: 1/28/2022 11:23:44 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 ($)
863327	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049772-2019-2019-0000-00	DPCADJ	12/21/2021 7:00:09 PM	1,869.52
863328	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049772-2020-2020-0000-01	DPCADJ	12/21/2021 7:00:09 PM	2,552.94
863329	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049772-2021-2021-0000-01	DPCADJ	12/21/2021 7:00:09 PM	2,517.78
863330	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049774-2019-2019-0000-00	DPCADJ	12/21/2021 7:00:09 PM	4,554.98
863331	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049774-2020-2020-0000-01	DPCADJ	12/21/2021 7:00:09 PM	6,528.02
863332	PUNGO RIVER FARMS LLC	601 ST MARY'S STREET RALEIGH,NC 27605	Refund on Bill # 0000049774-2021-2021-0000-01	DPCADJ	12/21/2021 7:00:09 PM	6,438.10
869365	JAMES DANIEL WINFIELD	318 ISABELLA AVE WASHINGTON,NC 27889	Refund on Bill # 0009536430-2021-2021-0000-00	DPCADJ	1/5/2022 7:00:20 PM	111.79
869679	DON N SCOTT	109 MARSH RD WASHINGTON,NC 27889	Refund on Bill # 0000027250-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	726.70
869691	DAVID JAMES ELLIS	406 RIVER RD WASHINGTON,NC 27889	Refund on Bill # 0000011661-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	411.75
869698	RICKY DEAN HODGES	2432 GRAY RD CHOCOWINITY,NC 27817	Refund on Bill # 0000049879-2021-2021-0000-00	DPCADJ	1/6/2022 7:00:10 PM	134.21
869916	SAMUEL G BROADWAY	2731 CHANDLER RD VANCEBORO,NC 28586	Refund on Bill # 0000011986-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	222.27
870028	ANNETTE SPRUILL	109 ASBURY LANE WASHINGTON,NC 27889	Refund on Bill # 0000028078-2021-2021-0000-00	DPCADJ	1/6/2022 7:00:10 PM	133.50
870055	CATHERINE TUTEN ARNOLD	3865 RESPESS ROAD PINETOWN,NC 27865	Refund on Bill # 0000051314-2021-2021-0000-01	DPCADJ	1/6/2022 7:00:10 PM	420.32

Total: $ 26,621.88

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/28/2022 8:20:27 AM

Payee Name	Secondary Owner	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ALLIGOOD, GENE TALMADGE		Proration	Refund Generated due to proration on Bill #0047641204-2020-2020-0000-00	Vehicle Sold	01/04/2022	G01	Tax	($107.82)	$0.00	($107.82)
						F63	Tax	($6.96)	$0.00	($6.96)
						ER	Tax	($8.49)	$0.00	($8.49)
									Refund	$123.27
FIRST CHURCH OF CHRIST OFWASHINGTON, INC.		Adjustment >= $100	Refund Generated due to adjustment on Bill #0064468548-2021-2021-0000-00	Exempt Property	01/14/2022	G01	Tax	($289.53)	$0.00	($289.53)
						C01	Tax	($245.52)	$0.00	($245.52)
						C01	Vehicle Fee	($5.00)	$0.00	($5.00)
									Refund	$540.05
GRASSY RIDGE FARMS INC		Proration	Refund Generated due to proration on Bill #0058475447-2021-2021-0000-00	Vehicle Sold	01/04/2022	G01	Tax	($420.27)	$0.00	($420.27)
						F63	Tax	($27.57)	$0.00	($27.57)
						E09	Tax	($33.62)	$0.00	($33.62)
									Refund	$481.46
HARMON, AMY CAROL		Proration	Refund Generated due to proration on Bill #0059997954-2020-2020-0000-00	Vehicle Sold	01/18/2022	G01	Tax	($82.64)	$0.00	($82.64)
						C01	Tax	($68.98)	$0.00	($68.98)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$151.62
IANNETTONI, MARK DAVID		Overpayment	Overpayment on Payment on Bill #0064533836202120210000 of $568.72	Overpayment	01/18/2022	OVERPAYMENT		($568.72)	$0.00	($568.72)
									Refund	$568.72
JEFFERSON, SHERRY LEWIS	JEFFERSON, JESSELYN RENEE	Adjustment >= $100	Refund Generated due to adjustment on Bill #0064452168-2021-2021-0000	Situs error	01/11/2022	G01	Tax	$0.00	$0.00	$0.00
						C01	Tax	($152.88)	$0.00	($152.88)
						C01	Vehicle Fee	($5.00)	$0.00	($5.00)
						F63	Tax	$11.83	$0.00	$11.83
						E05	Tax	$10.10	$0.00	$10.10
									Refund	$135.95

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/28/2022 8:20:27 AM

JEFFERSON, SHERRY LEWIS		Adjustment >= $100	Refund Generated due to adjustment on Bill #0064511569-2021-2021-0000	Situs error	01/18/2022	G01	Tax	$0.00	$0.00	$0.00
						C01	Tax	($125.24)	($6.26)	($131.50)
						C01	Vehicle Fee	($5.00)	$0.00	($5.00)
						F63	Tax	$9.69	$0.48	$10.17
						E05	Tax	$8.27	$0.41	$8.68
									Refund	$117.65
PISTON RING AND MACHINE CO INC		Proration	Refund Generated due to proration on Bill #0059404594-2020-2020-0000-00	Vehicle Sold	01/19/2022	G01	Tax	($92.05)	$0.00	($92.05)
						C01	Tax	($76.83)	$0.00	($76.83)
						C01	Vehicle Fee	$0.00	$0.00	$0.00
									Refund	$168.88
SPELLER, RUSSELL LOUIS	SPELLER, BRENDA MOBLEY	Adjustment >= $100	Refund Generated due to adjustment on Bill #0064409876-2021-2021-0000-00	Adjustment	01/24/2022	G01	Tax	($225.62)	$0.00	($225.62)
						F60	Tax	($15.52)	$0.00	($15.52)
						E12	Tax	($18.05)	$0.00	($18.05)
									Refund	$259.19
SUMERLIN, MINNIE LUE		Adjustment >= $100	Refund Generated due to adjustment on Bill #0059216768-2021-2021-0000-00	Over Assessment	01/04/2022	G01	Tax	($103.50)	$0.00	($103.50)
						F63	Tax	($6.79)	$0.00	($6.79)
						ER	Tax	($8.28)	$0.00	($8.28)
									Refund	$118.57
									Refund Total	$2665.36

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 1/28/2022 8:20:27 AM

Payee Name	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BLACKSTOCK, WARREN RICHARD	Adjustment >= $100	Refund Generated due to adjustment on Bill #0064252406-2021-2021-0000	Situs error	12/30/2021	G01	Tax	$0.00	$0.00	$0.00
					C01	Tax	($283.66)	$0.00	($283.66)
					C01	Vehicle Fee	($5.00)	$0.00	($5.00)
					F60	Tax	$23.01	$0.00	$23.01
					E12	Tax	$26.76	$0.00	$26.76
								Refund	$238.89
MYERS TRADING COMPANY LLC	Proration	Refund Generated due to proration on Bill #0054218022-2019-2019-0000-00	Vehicle Sold	12/22/2021	G01	Tax	($128.25)	$0.00	($128.25)
					C01	Tax	($107.05)	$0.00	($107.05)
					C01	Vehicle Fee	$0.00	$0.00	$0.00
								Refund	$235.30
MYERS TRADING COMPANY LLC	Proration	Refund Generated due to proration on Bill #0058646706-2020-2020-0000-00	Vehicle Sold	12/22/2021	G01	Tax	($155.41)	$0.00	($155.41)
					C01	Tax	($129.71)	$0.00	($129.71)
					C01	Vehicle Fee	$0.00	$0.00	$0.00
								Refund	$285.12
MYERS TRADING COMPANY LLC	Proration	Refund Generated due to proration on Bill #0060901195-2020-2020-0000-00	Vehicle Sold	12/22/2021	G01	Tax	($290.86)	$0.00	($290.86)
					C01	Tax	($242.76)	$0.00	($242.76)
					C01	Vehicle Fee	$0.00	$0.00	$0.00
								Refund	$533.62
								Refund Total	$1292.93

Refunds December Remaining

ADDENDUM 2

Health Department Covid-19 Pay

Beaufort County
Finance

Budget Amendment Request

Department: Health **Date of Request:** 2/7/22

FY Budget: 22 #16

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
105120-540003	COVID-19 Equipment		$65,600
105110-512100	General Health Salary	$53,200	
105110-518100	FICA	$3,299	
105110-518200	Retirement	$6,065	
105110-518400	Medicare	$772	
105110-518900	401K	$1,064	
105160-519850	Healthy Beginngs	$1,200	

Department Justification:

- Budget Reallocation for COVID Pay Request utilizing AA 543

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

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	James Madson (Jan 21, 2022 07:27 EST)	Jan 21, 2022
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. _____	

ADDENDUM 3

Medical Transport Franchise, 2nd Reading

Medical Transport Service, Inc.
902 East Memorial Drive · P.O. Box 506 · Ahoskie 27910
(252) 332-4555 · Fax (252) 332-4515

October 22, 2021

Beaufort County Emergency Services
Attn: Jeffrey Hibbard
1420 Highland Drive
Washington NC 27889

MedEx is pleased to submit our application for Non-Emergency Medical Transportation to the Beaufort County EMS System and we look forward to providing the citizens of Beaufort and surrounding counties our community based approach to non-emergency medical transportation.

MedEx Medical Transport Service, Inc., (MedEx) based in Ahoskie, North Carolina, strives to provide the highest level of clinical excellence in non-emergency medical care to the communities we serve in Cumberland, Durham, Hertford, Johnston, Lenoir, Martin, Pitt, Wake, Wayne and Wilson Counties. Commitment to our communities, along with our love of the people within it, guided us in the beginning and is our driving force today. At MedEx, we are proud to be a community of people caring for our family, friends, and neighbors.

We have a great deal of pride in what we do, and we see every day as an opportunity to make a difference. Our passion and compassion guide our actions as we treat more than just the injury or ailment, but the person as a whole.

Passion, compassion, dedication, investment, and innovation...that's the MedEx way.

Sincerely

Jeffrey D White
Chief Operations Officer
MedEx Medical Transport, Inc.

MedEx Medical Transport

Franchise Application

Beaufort County EMS System

October 22, 2021

1	Franchise Application
2	Articles of Incorporation
3	Employee Roster
4	Vehicle List
5	Certificate of Liability Insurance
6	Educational Plan
7	NCOEMS Provider License
8	

Application for Franchise
To
Operate Ambulances in Beaufort County

To: County Board of Commissioners:

The Undersigned hereby applies to the Beaufort County Board of Commissioners for a Franchise to operate Ambulances in Beaufort County and pursuant to Section ('s) III of the Beaufort County EMS System Oversight Ordinance.

Note: (Sections referenced below refer to corresponding portion of ambulance service ordinance.)

Section III Application for Franchise

3.1

(a) The name and address of the ambulance provider and the owner of the ambulance (s):

MedEx Medical Transport, Inc.
902 East Memorial Drive
Ahoskie, NC 27910

(b) The Trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such name or Articles of Incorporation stating such name.

MedEx Medical Transport, Inc. does not operate under any trade or other fictitious name(s).

A Copy of the Articles of Incorporation are attached herein as Attachment 1

(c) A Resume of the training and experience of the applicant in the transportation and care of patients.

MedEx Medical Transport, Inc. (MedEx) headquartered in Ahoskie North Carolina, has established itself as a leader in the field of private medical transportation services in the State of North Carolina.

Our management team is supported by our regional staff, creating a tremendous depth of experience in customer service, operations management, communications, clinical services, reimbursement, fleet maintenance, and safety and risk management. This experience and depth permits us to offer the highest quality of service and cost efficiency. Our Local team of seasoned managers are able to deliver personalized attention and customer service twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year. Our full commitment is paramount to our franchised counties, their residents, and health care facilities.

(d) A full description of the type and level of service to be provided including the location of the place or places from which it is intended to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched.

MedEx Medical Transport, Inc. offers Basic (BLS) and Advanced Life Support (ALS) non-emergency medical transportation. Our base of operation is located at 101 Staton Court Greenville, North Carolina. MedEx operates twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year. The public has access to our communication center by toll free and local numbers that are easily accessible to the general public, and health care centers across northeastern North Carolina. MedEx bases its level of staffing on the demand that is warranted for services. For all non-emergency basic and advanced life transports we staff on a 30 minute response time. MedEx prioritizes all requests for assistance from any county or municipal based organization with an immediate response.

(e) A description of the applicant's capability to provide service: how many hours a day service will be available: how many days a week the service will be available for the district covered by the franchise applied for and an estimate of the minimum and maximum times for a response to calls within such district.

MedEx has the capability, resources, knowledge, and experience to be a good partner and an asset to the Beaufort County EMS System. Our capabilities range from wheelchair van transports, advanced life support, convalescent and bariatric transports. We have proven ourselves numerous times to be an asset and a good partner to the local EMS Systems and throughout the State of North Carolina.

MedEx operates twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year.

MedEx bases its level of staffing on the demand that is warranted for services. For all non-emergency basic and advanced life transports we staff on a 30 minute response time. MedEx prioritizes all requests for assistance from any county or municipal based organization with an immediate response.

4.1 If applicant desires to provide service to only a portion of Beaufort County, applicant shall attach a map or other description of proposed service area; otherwise, this shall be an application for Countywide Service.

MedEx coverage area will include the entire County of Beaufort

4.2 Type of Franchise applying for:

1.	**Basic Life Support:**	**Non-Emergency Transport**	**(X)**
2.	**Basic Life Support:**	**Emergency**	**( )**
3.	**Advanced Life Support:**	**Non-Emergency Transport**	**(X)**
4.	**Advanced Life Support:**	**Emergency**	**( )**

4.3 Provide Current Employee List

MedEx Employee Roster is attached herein as Attachment 2

4.4 Standards for Vehicles and Equipment (List vehicles and Level of Care)

MedEx vehicle list is attached herein as Attachment 3

4.5 Insurance

MedEx Certificate of Liability Insurance is attached herein as Attachment 4

4.6 Documentation of a Training Program

MedEx Education Plan is attached herein as Attachment 5

Request for approval:

This the 22th day of October, 2021

Signature

MedEx Medical Transport, Inc.
Agency

Chief Operations Officer
Position

Attachment 1

Articles of Incorporation

NORTH CAROLINA
Department of the Secretary of State

①

CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

MEDEX MEDICAL TRANSPORT SERVICE INC

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 1st day of December, 2009, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 8th day of December, 2011.

Elaine F. Marshall

Secretary of State

Certification# 92113653-1 Reference# 10776880- Page: 1 of 1
Verify this certificate online at www.secretary.state.nc.us/verification

(1)

BATTLE, WINSLOW, SCOTT & WILEY, P.A.

ATTORNEYS AT LAW
2343 PROFESSIONAL DRIVE
POST OFFICE BOX 7100
ROCKY MOUNT, NORTH CAROLINA 27804-0100

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FACSIMILE (252)937-8100

Reply to Rocky Mount Office

Writer's E-Mail
RPRIDGEN@BWSW.COM

MARSHALL A. GALLOP, JR.
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JOSEPH N. CALLAWAY *
RANDALL B. PRIDGEN
M. GREG CRUMPLER
W. DUDLEY WHITLEY, III
CURTIS L. BENTZ
JACOB R. PARROTT, III
KATHERINE W. FISHER
A. SCOTT McKELLAR
DAVID W. GREEN
MARLO B. RICKS
PAULA SHEARON

* Board certified specialist in bankruptcy law

RALEIGH OFFICE:
3737 GLENWOOD AVE.
SUITE 100
RALEIGH, NORTH CAROLINA
27612
PHONE: (919) 573-1877
FAX: (919) 573-1878

J. BRIAN SCOTT
SAMUEL S. WOODLEY, JR.
LEON HENDERSON, JR.
OF COUNSEL

KEMP D. BATTLE (1888-1973)
FRANCIS E. WINSLOW (1888-1976)
ROBERT M. WILEY (1925-1998)

MEMBER OF MERITAS WITH
INDEPENDENT LAW FIRMS
WORLDWIDE

MEMORANDUM

DATE: December 14, 2011

TO: Donna C. Hurdle
450 Hwy 461
Ahoskie, NC 27910

FROM: Randall B. Pridgen

SUBJECT: MedEx Medical Transport Service, Inc.

In connection with the above-referenced matter, we herewith enclose a certified copy of the Certificate of Existence from the North Carolina Department of the Secretary of State.

If you should have any questions, please contact me.

(1)

NORTH CAROLINA
Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

MEDEX MEDICAL TRANSPORT SERVICE INC

the original of which was filed in this office on the 1st day of December, 2009.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of December, 2009

Elaine F. Marshall

Secretary of State

Document Id: C200932200075

(1)

SOSID: 1125746
Date Filed: 12/1/2009 9:54:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C200932200075

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: MedEx Medical Transport Service, Inc.

2. The number of shares the corporation is authorized to issue is: 100,000

3. These shares shall be: *(check either a or b)*

   a. ☑ all of one class, designated as common stock; or

   b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

4. The street address and county of the initial registered office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

5. The mailing address, *if different from the street address,* of the initial registered office is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

6. The name of the initial registered agent is: Donna C. Hurdle

7. Principal office information: *(must select either a or b.)*

   a. ☑ The corporation has a principal office.

   The street address and county of the principal office of the corporation is:

   Number and Street 450 Hwy 461

   City Ahoskie State NC Zip Code 27910 County Hertford

   The mailing address, *if different from the street address,* of the principal office of the corporation is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

   b. ☐ The corporation does not have a principal office.

8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

Randall B. Pridgen-Incorporator

Battle,Winslow, Scott & Wiley, P.A.

P.O. Box 7100

Rocky Mount, NC 27804

10. These articles will be effective upon filing, unless a date and/or time is specified:

This the 17th day of Nov 2009

MedEx Medical Transport Service, Inc.

Randall B. Pridgen
Signature

Randall B. Pridgen - Incorporator
Type or Print Name and Title

NOTES:
1. **Filing fee is $125. This document must be filed with the Secretary of State.**

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622
(Revised January, 2002) *(Form B-01)*

(1)

Attachment to Articles of Incorporation
Of
MedEx Medical Transport Service, Inc.

No person who is serving or who has served as a director of the corporation shall be personally liable to the corporation or any of its shareholders for monetary damages for breach of duty as a director, except for liability with respect to (i) acts or omissions that the director at the time of such breach knew or believed were clearly in conflict with the best interests of the corporation, (ii) any transaction from which the director derived an improper personal benefit, (iii) acts or omissions occurring prior to the effective date of this article or (iv) acts or omissions with respect to which the North Carolina Business Corporation Act does not permit the limitation of liability. As used herein, the term "improper personal benefit" does not include a director's reasonable compensation or other reasonable incidental benefit for or on account of his service as a director, officer, employee, independent contractor, attorney, or consultant of the corporation. No amendment or repeal of this article, nor the adoption of any provision to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

Attachment 2

Employee Roster

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Lily A Al-Omari P527644	Emergency Medical Technician	12/31/2024
Ryan Connor Allen P509806	Emergency Medical Technician	12/31/2022
Chance Scott Anderson P535577	Emergency Medical Technician	1/31/2025
Tyquinn Joshua Andrews P502933	Emergency Medical Technician	2/28/2025
Madison Paige Arcuri P526139	Emergency Medical Technician	6/30/2021
Anita Arreola Aguilar P527542	Emergency Medical Technician	10/31/2024
Travis T Askew P092093	Emergency Medical Technician	5/31/2021
Matthew T August P048131	Paramedic	5/31/2021
Devyn Elizabeth Bahnmiller P519362	Emergency Medical Technician	8/31/2023
Bradley Thomas Baker P071520	Emergency Medical Technician	7/31/2024
Kaylee Marie Baker P531930	Emergency Medical Technician	3/31/2025
Matt Ballance P112579	Emergency Medical Technician	6/30/2021
Cary Kenneth Barnes III P525815	Emergency Medical Technician	1/31/2025
David A Barona P024754	Paramedic	8/31/2023
Peyton Tyler Barrow P536755	Emergency Medical Technician	3/31/2022
Jessica L Beall P093070	Emergency Medical Technician	8/31/2021
Jessica Jean Beckner P085641	Emergency Medical Technician	7/1/2021
Nicholas Austin Beichler P532922	Emergency Medical Technician	12/31/2024
Jayda Rose Bodine P527026	Emergency Medical Technician	10/31/2024
Danielle L Borck P085393	Emergency Medical Technician	8/31/2024
Jennifer L Bracken P123089	Paramedic	6/30/2023
Alice Bradley P515651	Emergency Medical Technician	7/31/2023
Michael Brewer P040505	Emergency Medical Technician	1/31/2024
Jeffrey A Bright P006179	Paramedic	11/30/2022
	Emergency Medical Dispatch	6/30/2022
Laura Christiana Briley P522364	Emergency Medical Technician	12/31/2023
DIANA L. Brisson P074884	Emergency Medical Technician	9/30/2022
Casey Amanda Brock P092375	Emergency Medical Technician	6/30/2025
Gregory Brooks Jr. P093394	Emergency Medical Technician	4/30/2021
Olivia Bussey P527623	Emergency Medical Technician	12/31/2024
Meagan Nicole Butler P530559	Emergency Medical Technician	9/30/2024
Patricia L Campbell P034935	Paramedic	4/30/2023
Eric Cannizzaro P060774	Emergency Medical Technician	3/31/2025
Savannah Jane Cating P515507	Emergency Medical Technician	6/30/2023
Robert Lynn Caulder P097594	Emergency Medical Technician	1/31/2022
Kevin Alexander Cestero P522367	Emergency Medical Technician	1/31/2024
Donna C Chamblee P075701	Advanced Emergency Medical Technician	12/31/2024
Deshawn Leon Chaplin P071563	Emergency Medical Technician	3/31/2024
Katlin Mallory Chavis P121122 SC504721	Emergency Medical Technician	12/9/2021
Paul Alan Chestnutt P533831	Emergency Medical Technician	1/31/2025
Steven C Clark P012169	Emergency Medical Technician	9/30/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Leigh Ann C Cooper P075603	Emergency Medical Technician	10/31/2021
Ricardo Crespo Regalado P531122	Emergency Medical Technician	8/31/2024
Morgan James Crumpler P519501	Emergency Medical Technician	10/31/2023
Maeghan Nicole Cruz P515518	Paramedic	3/31/2025
Steven Paul Curtis P510290	Emergency Medical Technician	2/28/2023
Nikolai Andrew D'Errico P536665	Emergency Medical Technician	2/28/2025
Amber Lee Dalzell P073220	Emergency Medical Technician	6/30/2022
Brittney M Daniels P051825	Emergency Medical Technician	7/31/2024
Mark Denning P062539	Advanced Emergency Medical Technician	8/31/2022
David Drumheller P073760	Paramedic	5/1/2025
Maggie Jean Durkey P123650	Paramedic	5/31/2023
Megan Dutton P520252	Emergency Medical Technician	3/31/2022
Benjamin G Edwards P060470	Paramedic	5/30/2025
Hannah Marie Edwards P531924	Emergency Medical Technician	1/31/2025
Joshua Joseph Ehnert P530172	Emergency Medical Technician	8/31/2024
Kristin Leanna Elliott P510369	Emergency Medical Technician	9/30/2024
Gabriel L Etters P122482	Emergency Medical Technician	7/31/2021
Joshua Faircloth P526108	Emergency Medical Technician	3/31/2022
Cameron Miya Flores P530852	Emergency Medical Technician	9/30/2024
Brianna Lindsay Floyd P125749	Emergency Medical Technician	1/31/2022
Jacob Frett P067667	Emergency Medical Technician	9/30/2021
William T Gentry P048563 SC525826	Paramedic	12/31/2021
Kristan J Giggey P103754	Emergency Medical Technician	11/30/2022
Jessica Danielle Gonzalez P095162	Emergency Medical Technician	9/30/2021
Jeremiah Zachary Goodson P065166	Paramedic	1/31/2025
Tonya Denise Gordon P049697	Paramedic	7/31/2022
Shayla Evonne Gray P533766	Emergency Medical Technician	1/31/2025
Sarah E Hackman P526874	Emergency Medical Technician	3/31/2022
John Austin Hardee P079557	Emergency Medical Technician	3/31/2023
Stormie Lee Hatem P123616	Emergency Medical Technician	12/7/2021
Clayton T Haynes P122399	Emergency Medical Technician	10/31/2021
Fatasha Ann Hensley P530170	Emergency Medical Technician	9/30/2024
Christopher D Heres P024658	Emergency Medical Technician	4/30/2023
Alejandro Hernandez P510915	Emergency Medical Technician	4/30/2023
Savannah Leigh Hester P122483	Paramedic	1/31/2024
Jacob Christopher Hilliard P513888	Advanced Emergency Medical Technician	7/31/2024
Vernon W Hilliard JR P024825	Paramedic	8/31/2024
Kristopher Hinnant P073444	Emergency Medical Technician	3/31/2023
Trevor Daniel Hynes P530454	Emergency Medical Technician	7/31/2024
Adrienne N Jackson P081784	Emergency Medical Technician	9/30/2023
Alyssa Rae Jarvis P522365	Emergency Medical Technician	2/29/2024
Jacob Jernigan P526239	Emergency Medical Technician	6/30/2024
Marian F Johnson P005409	Paramedic	2/29/2024

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Seth Ryan Johnson P535377	Emergency Medical Technician	12/31/2024
Cassidy Ruby Jones P522973	Emergency Medical Technician	3/31/2024
Christopher A Jones P012724 SC041036 WV082488	Paramedic	7/31/2022
Monica Kestler P504400	Emergency Medical Technician	10/31/2022
Lauren Ashleigh Kidd P116092	Emergency Medical Technician	3/31/2025
Franchesca King P108209	Emergency Medical Technician	12/31/2023
Donald Dewayne Knowles Jr. P527318	Emergency Medical Technician	6/30/2024
Amber Lasha Kocur P092963	Emergency Medical Technician	9/30/2023
Michael Blake Lamm P124015	Emergency Medical Technician	4/30/2023
Kristy Lawrence P530165	Emergency Medical Technician	9/30/2024
Ashley Carol Lazzara P124397	Emergency Medical Technician	1/31/2022
Erica Danielle Lee P533161	Emergency Medical Technician	12/31/2024
Veronika Livingston P106286	Emergency Medical Technician	5/31/2023
Caroline Nicole Locklear P125884	Emergency Medical Technician	1/31/2022
Haloyd Locklear P122461	Emergency Medical Technician	1/31/2022
Katrina Locklear P123552	Paramedic	6/30/2023
Joseph Dillon Lowe P083729	Paramedic	8/31/2022
Thomas scott Lowe P085690	Emergency Medical Technician	11/30/2023
Mike Lowry P047120		
Andrew Michael Madigan P521683	Emergency Medical Technician	1/31/2024
Heather N Martin P120013	Emergency Medical Technician	6/30/2025
Jacquelin L Martin P012584 WV082921	Paramedic	12/31/2023
Jennifer Leah Martire P088455	Emergency Medical Technician	9/30/2024
Ronnie McDougald P121261	Emergency Medical Technician	4/30/2022
Stephanie B McNair P107440	Emergency Medical Technician	7/31/2023
Emilia Lee Medina P539741	Emergency Medical Technician	3/31/2025
Elizabeth Grace Michael P514539	Emergency Medical Technician	8/31/2023
Lindsay K Morris P082696		
Darien Jerome Murphy Jr P519957	Emergency Medical Technician	12/31/2024
Klirissa H Ormond P072015	Emergency Medical Technician	9/30/2021
Darleen Outlaw P015153	Emergency Medical Technician	8/31/2024
Deborrah Ellen Pabst P515711	Emergency Medical Technician	5/31/2023
Cailyn Aliya Singh Pellegrino P527317	Emergency Medical Technician	5/31/2024
Timothy L Perry P031655	Emergency Medical Technician	4/30/2022
Alicia Piland P077565	Emergency Medical Technician	3/31/2023
Emily Sue Pridgen P522873	Emergency Medical Technician	5/31/2024
Hannah Mikel Rabon P503327	Emergency Medical Technician	5/31/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Kevin Uriel Ramirez P121426	Emergency Medical Technician	7/31/2021
Orlando Ramos P099186	Paramedic	5/31/2024
Christopher Ryan Reason P101606	Paramedic	5/31/2023
Abdullah Soul Reaves P530098	Emergency Medical Technician	12/31/2021
Brian E Rendon P039070	Paramedic	1/31/2025
Alexis Corrin Richardson P506877	Advanced Emergency Medical Technician	10/31/2024
Wilbert L Ricks JR P028054	Emergency Medical Technician	12/31/2023
Jeffery David Rivers P062183	Emergency Medical Technician	3/31/2022
Brittany S Roberts P121099	Emergency Medical Technician	11/30/2021
Jessica Roberts P507324	Emergency Medical Technician	10/31/2022
Zindi Cristel Rochin-Garcia P119230	Emergency Medical Technician	6/30/2024
Angela D Roycroft P047410	Emergency Medical Technician	2/28/2023
Brandon M Rumpf P121807	Emergency Medical Technician	7/31/2021
Devin William Sabatino P531315	Emergency Medical Technician	9/30/2024
Alex Daniele Salvaggio P533077	Emergency Medical Technician	12/31/2024
Ashley D Sawyer P067434	Emergency Medical Technician	3/31/2025
Marissa Joy Schmidt P533389	Emergency Medical Technician	2/28/2025
John R Schroeder P005019	Emergency Medical Technician	6/30/2021
Shawn Russell Sellew P524384	Emergency Medical Technician	11/30/2023
Jake Mathew Selwanes P535845	Emergency Medical Technician	3/31/2025
Sara Jessica Selwanes P535840	Emergency Medical Technician	3/31/2023
Madiha Siddiqui P528238	Emergency Medical Technician	7/31/2024
Katrina Sigmon P027225	Emergency Medical Technician	4/30/2022
William F Simmons P051206	Emergency Medical Technician	11/30/2021
Luke Bobby Sine P501906	Emergency Medical Technician	6/30/2022
Logan Joesph Skelson P528191	Emergency Medical Technician	9/30/2024
Justin M Smith P089835	Emergency Medical Technician	11/30/2022
Matthew Brandon Smith P532708	Emergency Medical Technician	12/31/2024
Montay Ramsey Smith P124042 SC525978 WV526153	Paramedic	8/31/2024
Deven Snyder P518347	Emergency Medical Technician	7/31/2023
Shannon Nicole Snyder P115692	Emergency Medical Technician	8/31/2021
Johnette R Spear P013962	Emergency Medical Technician	1/31/2023
Harper Savannah Spell P517880	Emergency Medical Technician	7/31/2023
Eugene Stanley P510449	Paramedic	5/31/2024
David R Stelzner Sr P005546	Paramedic	5/31/2023
Peter James Stoddard P095149	Paramedic	1/31/2023
Taylor C Strickland P123625	Emergency Medical Technician	2/28/2022
Lindsey Brooke Summerlin P116456	Emergency Medical Technician	5/1/2025
Cameron Ryan Sutton P527622	Emergency Medical Technician	12/31/2024
Crystal Dawn Swinson P087638	Paramedic	5/31/2023

MedEx Medical Transport
Employee Roster 2021

Name	Certification	Exp Date
Constance S Taylor P036759	Paramedic	12/31/2021
Vada Michelle Taylor P504412	Emergency Medical Technician	7/31/2022
Mitchell Patrick Terry P112490	Emergency Medical Technician	2/28/2025
Skylar Tetro P123563	Emergency Medical Technician	1/31/2023
David R. Thompson P088126	Emergency Medical Technician	5/30/2025
William Cole Tisdale P510399	Emergency Medical Technician	12/31/2022
Abigail Geneva Torres P529067	Emergency Medical Technician	3/31/2025
Alicia Michele Tripp P515899	Emergency Medical Technician	9/30/2023
Austin Reid Turnage P514236	Emergency Medical Technician	6/30/2023
Sharanya Uchil P519840	Emergency Medical Technician	10/31/2023
Lennie Vernet P509602	Emergency Medical Technician	2/28/2023
Flogster J.S. Vildor P125240	Emergency Medical Technician	1/31/2022
Franklin Morris Vittoe P027029	Emergency Medical Technician	9/30/2024
William Voyles JR P115855	Emergency Medical Technician	1/31/2025
Michael S Waite P062960	Paramedic	1/31/2025
Phyllis S Warrick P089770	Emergency Medical Technician	4/30/2025
Robbin Matthew Weatherford P116905	Paramedic	4/30/2022
Valerie Yvonne Webb P115343	Emergency Medical Technician	8/31/2021
John Anderson Whichard P112796	Paramedic	6/30/2022
Colin Delton White P121020	Emergency Medical Technician	11/30/2021
Jeffrey D White P006246		
Kenya Lakendra Williams P508116	Emergency Medical Technician	5/31/2023
William A Wrenn P093069	Emergency Medical Technician	9/30/2022
Daniel A Zimmerman P123180	Paramedic	5/31/2023
nora gomez P521317	Emergency Medical Technician	1/31/2024
Kristy lieu P518821	Emergency Medical Technician	11/30/2023
liam tristian tew P520251	Emergency Medical Technician	12/31/2023

Attachment 3

Vehicles and Equipment

MedEx Medical Transport
Vehicle List 2021

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDSS3EP9ADA32493	2010	39	NC003419	6/30/2021	Permanent	EMT	In Service
1GBHG396791170679	2009	13	NC001986	9/30/2022	Permanent	EMT	In Service
1GBHG396X71240088	2007	31	NC001917	7/31/2022	Permanent	EMT	In Service
1GBHG396X91143573	2009	38	NC003418	6/30/2021	Permanent	EMT	In Service
1GBJG316881127366	2008	26	NC003420	6/30/2021	Permanent	EMT	In Service
1GBZGHCL1G1241209	2016	46	NC004310	10/31/2022	Permanent	EMT	In Service
1GBZGHCL1G1241839	2016	47	NC004307	10/31/2022	Permanent	EMT	In Service
1GBZGHCL5G1239964	2016	50	NC004306	10/31/2022	Permanent	EMT	In Service
1GBZGHCL8G1240686	2016	48	NC004309	10/31/2022	Permanent	EMT	In Service
1GBZGHCL9G1240177	2016	49	NC004308	10/31/2022	Permanent	EMT	In Service
1GD675CL6B1133640	2011	101	NC001916	7/31/2022	Permanent	EMT	In Service
1GHBHG396191167485	2009	11	NC000669	3/31/2022	Permanent	EMT	In Service
3D6WD66L59G529790	2008	107	NC004311	10/31/2022	Permanent	EMT	In Service
1FDSS3ELXEDB07138	2014	21	NC004773	6/30/2023	Permanent	EMT	In Service
1FDUF4GT4BEC48177	2011	113	NC003394	5/31/2022	Permanent	EMT	In Service
1FDUF4GT9HEC98629	2017	100	NC005391	8/31/2023	Permanent	EMT	In Service
1FDWE3FN9MDC16262	2020	114	NC005742	5/31/2023	Permanent	EMT	In Service
1FDWE3FS8KDC33315	2019	116	NC005715	8/31/2022	Permanent	Paramedic	In Service
1FDWE3FSXJDC37400	2018	45	NC004331	12/31/2022	Permanent	EMT	In Service
1FDYR2CM2HKA98981	2017	51	NC002595	4/30/2023	Permanent	EMT	In Service
1FDYR2CM3HKA42306	2017	52	NC002596	4/30/2023	Permanent	EMT	In Service
1GB3G2CL0B1151206	2011	115	NC005356	9/30/2022	Permanent	EMT	In Service
1GB6G2BL3A1180177	2011	55	NC004856	10/31/2021	Permanent	EMT	In Service
1GB6G5C19C1202556	2012	34	NC002556	2/28/2023	Permanent	Paramedic	In Service
1GB6G5CL6C1168995	2012	102	NC004268	5/31/2022	Permanent	EMT	In Service
1GB6G5CL8F1155816	2015	112	NC005349	4/30/2022	Permanent	Paramedic	In Service
1GB6G5CL9F1157932	2015	111	NC003393	5/31/2022	Permanent	EMT	In Service
1GB9G5B61A1133108	2010	19	NC004342	3/31/2023	Permanent	EMT	In Service
1GB9G5B62A1116642	2010	29	NC004341	2/28/2023	Permanent	EMT	In Service
1GB9G5BL8A1180528	2010	24	NC004267	5/31/2022	Permanent	EMT	In Service
1GBE4V1257414183	2007	1	NC002831	5/31/2023	Permanent	EMT	In Service
1GBHG396391152907	2009	23	NC004794	9/30/2023	Permanent	EMT	In Service
1GBHG396391152924	2009	17	NC004795	9/30/2023	Permanent	EMT	In Service
1GBHG396391170274	2009	14	NC001650	9/30/2022	Permanent	EMT	In Service
1GBHG396491168372	2010	25	NC004895	3/31/2022	Permanent	EMT	In Service
1GBHG396891173526	2009	15	NC001672	4/30/2023	Permanent	EMT	In Service
1GBJG316081191384	2008	110	NC002556	4/30/2022	Permanent	Paramedic	In Service
1GBJK34607E578275	2007	28	NC004768	6/30/2021	Permanent	EMT	In Service
2C4JRGAG7ER428563	2014	27	NC004108	9/30/2023	Permanent	EMT	In Service

MedEx Medical Transport
Vehicle List 2021

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDBR1CG1LKB75262	2020	65	NC005389	8/31/2023	Permanent	EMT	In Service
1FDBR1CG1MKA38887	2021	66	NC005552	9/30/2023	Permanent	EMT	In Service
1FDBR1CG2LKB80762	2020	64	NC005551	9/30/2023	Permanent	EMT	In Service
1FDBR1CG2LKB80793	2021	68	NC005553	9/30/2023	Permanent	EMT	In Service
1FDBR1CG6LKB80795	2020	69	NC005554	9/30/2023	Permanent	EMT	In Service
1FDKE30F0VHB11121	1997	30	NC000943	10/31/2021	Permanent	EMT	In Service
1FDWE3FN1MDC35064	2021	121	NC005743	5/31/2023	Permanent	EMT	In Service
1GBHG396191168460	2009	16	NC001978	9/30/2022	Permanent	EMT	In Service
1GBHG396591168753	2009	22	NC000677	5/31/2022	Permanent	EMT	In Service
1GBHG396X91143573	2009	38	NC003418	6/30/2023	Permanent	EMT	In Service
1GBJG316171203573	2007	32	NC001985	9/30/2022	Permanent	EMT	In Service
3C6LRVDG6ME540318	2021	71	NC005555	9/30/2023	Permanent	EMT	In Service
3C6LRVDG9ME540328	2021	72	NC005556	9/30/2023	Permanent	EMT	In Service
3D6WC6EL9AG127831	2010	106	NC004287	7/31/2022	Permanent	EMT	In Service

Attachment 4

Certificate of Liability Insurance

MEDEMED-01 OKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Valley Forge Captive Advisors 630 Freedom Business Center Drive Suite 203 King Of Prussia, PA 19406	PHONE (A/C, No, Ext): (610) 458-3659	FAX (A/C, No): (484) 965-9627
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Coverys Specialty Insurance Company	15686
INSURED	INSURER B : Old Republic Insurance Company	24147
MedEx Medical Transport Service, Inc. 902 E Memorial Drive Ahoskie, NC 27910	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			005NC000026323	6/6/2021	6/6/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			MWTB 313922	6/1/2021	6/1/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			005NC000026323	6/6/2021	6/6/2022	EACH OCCURRENCE	$ 2,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 2,000,000
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A		MWC 313921	6/1/2021	6/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Excess/Um			005NC000026323	6/6/2021	6/6/2022	CSL	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Wilson County EMS
1817 Glendale Drive
Wilson, NC 27893-4401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment 5

Educational Plan



MedEx Medical Transport

Educational Plan

EMT- Basic

MODULE 1 PREPARATORY

Lesson 1-1 Introduction to Emergency Medical Care

Familiarizes the EMT-Basic candidate with the introductory aspects of emergency medical care. Topics covered include the Emergency Medical Services system, roles and responsibilities of the EMT-Basic, quality improvement, and medical direction.

Lesson 1-2 Well-Being of the EMT-Basic

Covers the emotional aspects of emergency care, stress management, introduction to Critical Incident Stress Debriefing (CISD), scene safety, body substance isolation (BSI), personal protection equipment (PPE), and safety precautions that can be taken prior to performing the role of an EMT-Basic.

Lesson 1-3 Medical/Legal and Ethical Issues

Explores the scope of practice, ethical responsibilities, advance directives, consent, refusals, abandonment, negligence, duty to act, confidentiality, and special situations such as organ donors and crime scenes. Medical/legal and ethical issues are vital elements of the EMT-Basic's daily life.

Lesson 1-4 The Human Body

Enhances the EMT-Basic's knowledge of the human body. A brief overview of body systems, anatomy, physiology and topographic anatomy will be given in this session.

Lesson 1-5 Baseline Vital Signs and SAMPLE History

Teaches assessing and recording of a patient's vital signs and a SAMPLE history.

Lesson 1-6 Lifting and Moving Patients

Provides students with knowledge of body mechanics, lifting and carrying techniques, principles of moving patients, and an overview of equipment. Practical skills of lifting and moving will also be developed during this lesson.

Lesson 1-7 Evaluation: Preparatory Module

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 2 AIRWAY

Lesson 2-1 Airway

Teaches airway anatomy and physiology, how to maintain an open airway, pulmonary resuscitation, variations for infants and children and patients with laryngectomies. The use of airways, suction equipment, oxygen equipment and delivery systems, and resuscitation devices will be discussed in this lesson.

Lesson 2-2 Practical Skills Lab: Airway

Provides supervised practice for students to develop the psychomotor skills of airway care. The use of airways, suction equipment, oxygen equipment and delivery systems, and resuscitation devices will be included in this lesson.

Lesson 2-3 Evaluation: Airway Module

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 3 PATIENT ASSESSMENT

Lesson 3-1 Scene Size-Up

Enhance the EMT-Basic's ability to evaluate a scene for potential hazards, determine by the number of patients if additional help is necessary, and evaluate mechanism of injury or nature of illness. This lesson draws on the knowledge of Lesson 1-2.

Lesson 3-2 Initial Assessment

Provides the knowledge and skills to properly perform the initial assessment. In this session, the student will learn about forming a general impression, determining responsiveness, assessment of the airway, breathing and circulation. Students will also discuss how to determine priorities of patient care.

Lesson 3-3 Focused History and Physical Exam - Trauma Patients

Describes and demonstrates the method of assessing patients' traumatic injuries. A rapid approach to the trauma patient will be the focus of this lesson.

Lesson 3-4 Focused History and Physical Exam - Medical Patients

Describes and demonstrates the method of assessing patients with medical complaints or signs and symptoms. This lesson will also serve as an introduction to the care of the medical patient.

Lesson 3-5 Detailed Physical Exam

Teaches the knowledge and skills required to continue the assessment and treatment of the patient.

Lesson 3-6 On-Going Assessment

Stresses the importance of trending, recording changes in the patient's condition, and reassessment of interventions to assure appropriate care.

Lesson 3-7 Communications

Discusses the components of a communication system, radio communications, communication with medical direction, verbal communication, interpersonal communication, and quality improvement.

Lesson 3-8 Documentation

Assists the EMT-Basic in understanding the components of the written report, special considerations regarding patient refusal, the legal implications of the report, and special reporting situations. Reports are an important aspect of pre-hospital care. This skill will be integrated into all student practices.

Lesson 3-9 Practical Skills Lab: Patient Assessment

Integrates the knowledge and skills learned thus far to assure that the student has the knowledge and skills of assessment necessary to continue with the management of patients with medical complaints and traumatic injuries.

Lesson 3-10 Evaluation: Patient Assessment Module

Conduct written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 4 MEDICAL/BEHAVIORAL EMERGENCIES AND OBSTETRICS/GYNECOLOGY

Lesson 4-1 General Pharmacology

Provides the student with a basic knowledge of pharmacology, providing a foundation for the administration of medications given by the EMT-Basic and those used to assist a patient with self-administration.

Lesson 4-2 Respiratory Emergencies

Reviews components of the lesson on respiratory anatomy and physiology. It will also provide instruction on assessment of respiratory difficulty and emergency medical care of respiratory problems, and the administration of prescribed inhalers.

Lesson 4-3 Cardiovascular Emergencies

Reviews of the cardiovascular system, an introduction to the signs and symptoms of cardiovascular disease, administration of a patient's prescribed nitroglycerin, and use of the automated external defibrillator.

Lesson 4-4 Diabetes/Altered Mental Status

Reviews of the signs and symptoms of altered level of consciousness, the emergency medical care of a patient with signs and symptoms of altered mental status and a history of diabetes, and the administration of oral glucose.

Lesson 4-5 Allergies

Teaches the student to recognize the signs and symptoms of an allergic reaction, and to assist the patient with a prescribed epinephrine auto-injector.

Lesson 4-6 Poisoning/Overdose

Teaches the student to recognize the signs and symptoms of poisoning and overdose. Information on the administration of activated charcoal is also included in this section.

Lesson 4-7 Environmental Emergencies

Covers recognizing the signs and symptoms of heat and cold exposure, as well as the emergency medical care of these conditions. Information on aquatic emergencies and bites and stings will also be included in this lesson.

Lesson 4-8 Behavioral Emergencies

Develops the student's awareness of behavioral emergencies and the management of the disturbed patient. Restraining the combative patient will also be taught in this lesson.

Lesson 4-9 Obstetrics/Gynecology

Reviews the anatomical and physiological changes that occur during pregnancy, demonstrate normal and abnormal deliveries, summarize signs and symptoms of common gynecological emergencies, and neonatal resuscitation.

Lesson 4-10 Practical Skills Lab: Medical/Behavioral Emergencies and Obstetrics/Gynecology

Draws on the knowledge and skills learned thus far in this practical lab. Students will be given the opportunity to assess and treat a variety of patients with various medical complaints.

Lesson 4-11 Evaluation: Medical/Behavioral Emergencies and Obstetrics/Gynecology

Conducts a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 5 TRAUMA

Lesson 5-1 Bleeding and Shock

Reviews the cardiovascular system, describes the care of the patient with internal and external bleeding, signs and symptoms of shock (hypo perfusion), and the emergency medical care of shock (hypo perfusion).

Lesson 5-2 Soft Tissue Injuries

Continues with the information taught in Bleeding and Shock, discussing the anatomy of the skin and the management of soft tissue injuries and the management of burns. Techniques of dressing and bandaging wounds will also be taught in this lesson.

Lesson 5-3 Musculoskeletal Care

Reviews of the musculoskeletal system before recognition of signs and symptoms of a painful, swollen, deformed extremity and splinting are taught in this section.

Lesson 5-4 Injuries to the Head and Spine

Reviews the anatomy of the nervous system and the skeletal system. Injuries to the spine and head, including mechanism of injury, signs and symptoms of injury, and assessment. Emergency medical care, including the use of cervical immobilization devices and short and long back boards will also be discussed and demonstrated by the instructor and students. Other topics include helmet removal and infant and child considerations.

Lesson 5-5 Practical Skills Lab: Trauma

Provides practice of the assessment and management of patients with traumatic injuries.

Lesson 5-6 Evaluation: Trauma Module

Conducts a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 6 INFANTS AND CHILDREN

Lesson 6-1 Infants and Children

Presents information concerning the developmental and anatomical differences in infants and children, discuss common medical and trauma situations, and also covered are infants children dependent on special technology. Dealing with an ill or injured infant or child patient has always been a challenge for EMS providers.

Lesson 6-2 Practical Skills Lab: Infants and Children

Provides the EMT-Basic student with the opportunity to interact with infants and children, and to practice the knowledge and skills learned thus far concerning this special population.

Lesson 6-3 Evaluation: Infants and Children

Conduct a written and skills evaluation to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

MODULE 7 OPERATIONS

Lesson 7-1 Ambulance Operations

Presents an overview of the knowledge needed to function in the pre-hospital environment. Topics covered include responding to a call, emergency vehicle operations, transferring patients, and the phases of an ambulance call.

Lesson 7-2 Gaining Access

Provides the EMT-Basic student with an overview of rescue operations. Topics covered include roles and responsibilities at a crash scene, equipment, gaining access, and removing the patient.

Lesson 7-3 Overviews

Provides the EMT-Basic student with information on hazardous materials, incident management systems, mass casualty situations, and basic triage.
Lesson 7-4 Evaluation: Operations

Conduct a written and skills evaluation will be done to determine the student's level of achievement of the cognitive, psychomotor and affective objectives from this module of instruction.

Attachment 6

NCOEMS License

State of North Carolina

Office of Emergency
Medical Services

Medical Care
Commission

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

MEDEX MEDICAL TRANSPORT

is hereby issued an

EMS Agency License

This License, Number 1752, expires the last day of April 2022

Office of Emergency Medical Services

Medical Care Commission

ADDENDUM 4

Child Victim Assistance and Training Project

PROJECT SUMMARY

THE CHILD VICTIM ASSISTANCE AND TRAINING PROJECT

Responsibilities and Qualifications of Interns:

- Each intern must be pursuing either a Bachelor of Social Work (BSW) degree or a Master of Social Work (MSW) degree at a college or university program that has been accredited by the Council on Social Work Education.

- Each intern must be approved by the intern's college or university field education program for an internship of at least 450 hours for BSW interns (i.e., typically 32 hours per week for one 14 week semester, plus an additional 2 hours) or an internship of at least 675 hours for MSW interns (i.e., typically 24 hours per week for two 14 week semesters, plus and additional 3 hours). All qualified internships for the 2022-2023 academic year must be completed within a 12-month period beginning with the college or university's Fall 2022 semester and ending with the conclusion of its 2023 Summer session.

- Each intern must be qualified and willing to serve as a member of the AmeriCorps national service program, and to conform with the AmeriCorps policies and procedures in addition to the policies and procedures of the intern's college or university field education programs and the DSS agency that sponsors the intern.

- Each intern must be accepted by a participating DSS agency to serve an internship at that designated host agency.

Benefits for Interns

- NCACDSS will provide each BSW intern a stipend of $7,200, which will be paid in equal increments directly by the Project on a biweekly basis during the intern's semester of service. This is equivalent to $16.00 per hour of service. Each BSW intern will also receive a Segal AmeriCorps Education Award of approximately $1,750, which will be provided directly by the National Service Trust upon the successful completion of the intern's service.

- NCACDSS will provide each MSW intern a stipend of $11,981, which will be paid in equal increments directly by the Project on a bi-weekly basis during the intern's two semesters of service. This is equivalent to $17.75 per hour of service. Each MSW intern will also receive a Segal AmeriCorps Education Award of approximately $2,500, which will be provided directly by the National Service Trust upon the successful completion of the intern's service.

Benefits for Participating DSS Agencies:

- For each BSW intern and MSW intern, NCACDSS will provide reimbursement to each DSS agency for the expense of a computer and associated items in an amount not to exceed $1,250 per

intern. Selection and purchase of the computer and associated items will be responsibility of the agency.

- For each MSW intern, NCACDSS will provide each agency reimbursement for the expense of a cellular phone in an amount not to exceed $125, and for the cellular phone service not to exceed $900. Selection and purchase of the cellular phone and the associated service agreement will be the responsibility of the agency.

- For each MSW intern, NCACDSS will provide each agency reimbursement for the expense of automobile travel within North Carolina for the purpose of providing direct services to foster children, or children who have been adjudicated or credibly alleged to have been abused or neglected. Travel must originate and terminate at the agency's offices and must be conducted in either a county-owned vehicle in which the intern is not accompanied by a member of the agency's regular staff or, alternatively, the intern's personal vehicle. Travel will be reimbursed at the designated federal reimbursement rate for travel.

- Equipment purchased will remain the property of the DSS agency once the Project has ended.

- The federal Treasury Department confirms that in many cases, county funds from the American Rescue Plan Act may be used for the county financial contributions to the Project. County financial contributions will be $500 per intern per semester for counties with populations over 100,000, and $250 per intern per semester for smaller counties. If your county wishes to use ARPA funds for its financial contribution, NCACDSS will assist the county to help document your eligibility.

- Each county will select and supervise each internship as usual.

- Each county will be responsible for providing documentation to NCACDSS when reimbursement request is made.

Other:

- NCACDSS will be responsible for the recruitment and management of Project staff, who will be either employees or contractors of NCACDSS and who will, in cooperation with participating DSS agencies, manage the Project's financial operations and relationships with funding sources.

ADDENDUM 5

Adopt Budget Ordinance, Conservation Easement

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government/University)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: County of Beaufort

PROJECT TITLE/NAME: Midyette Farm +/- 263.0 Acres Perpetual Conservation Easement

CONTRACT #: 22-028-4038

GO Entities Only Check One Box		*Document Title*	*Department Use – Documents Attached or On File*		*Grants and Contracts- Documents Attached or On File*	
Yes	No	Contractual "Check Off List for Grantee	Yes	No	Yes	No
Yes	No	Contract Cover (To be signed, dated & witnessed)	Yes	No	Yes	No
Yes	No	Attachment A – General Terms and Conditions – Government/University	Yes	No	Yes	No
Yes	No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)	Yes	No	Yes	No
Yes	No	Attachment C – Certifications and Assurances Section	Yes	No	Yes	No
Yes	No	Attachment D – NC OpenBook Supplemental Information	Yes	No	Yes	No
Yes	No	Attachment E – Signature Card	Yes	No	Yes	No
Yes	No	Attachment F – W-9 Tax Information	Yes	No	Yes	No
Yes	No	Attachment G – Vendor Electronic Payment Form	Yes	No	Yes	No
Yes	No	Attachment H – FFATA Data Reporting Requirements (if applicable)	Yes	No	Yes	No
Yes	No	Attachment I – Federal Regulations (if applicable)	Yes	No	Yes	No

Departmental Use Only

CENTER: 6208 1012 2021
ACCOUNT: 536406
AMOUNT: $133,601.00

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services
Farmland Preservation Division

ADFP Trust Fund – Government

CONTRACT # __22-028-4038___

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division,** (the "Agency") and **County of Beaufort**, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6001521 and is physically located in Beaufort County, and is further located at 155C Airport Road Washington, NC 27889.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Midyette Farm +/- 263.0 Acres Perpetual Conservation Easement**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

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

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

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

I. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on October 1, 2021 and shall terminate on September 30, 2023 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $133,601.00.

This amount consists of $133,601.00 in State funds.

[ ] a. There are no matching requirements from the Grantee.

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

	In Kind	$
	Cash	$
	Other/Specify:	$

[X] c. The Grantee's matching requirement is $40,080.30 which consists of:

	In Kind	$
	Cash	$
	Other/Specify: cash/in-kind	$40,080.30

[ ] d. The Grantee has committed to an additional $ to complete the project as described in Attachment B.

The total Contract amount with matching funds is $173,681.30.

V. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. **Statement of No Overdue Tax Debts:**

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. **Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. **Reporting Requirements:**

(1) Agency:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IX. **Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Ten percent (10%) on all line items awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

a) Expanding the project or program;
b) Continuing the project or program after grant ends; or
c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. **Contract Administrators:**

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

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Do NOT send via US Postal Service! Only send via UPS or FedEX	Veronica Jamison, Farmland Preservation Office Manager 2 W. Edenton St., Raleigh, NC 27601 Telephone: 919-707-3071 Fax: 919-716-0105 Email: veronica.jamison@ncagr.gov

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Name: Ann Williams Title: Office Manager Company Name: Beaufort County Soil & Water Conservation District Post Office Address: 155C Airport Road City: Washington State: NC Zip: 27889 Telephone: 252-946-4989 Fax: Email: ann.williams@co.beaufort.nc.us	Name: Nathaniel Woolard Title: District Resource Specialist Company Name: Beaufort County Soil & Water Conservation District Street Address: 155C Airport Road City: Washington State: NC Zip: 27889 Telephone: 252-946-4989 Fax: Email: Nathaniel.woolard@co.beaufort.nc.us

XI. **Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. **Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

a. Will implement or already have implemented adequate internal controls over disbursements;
b. Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
    - Legality of disbursement
c. Assure adequate control of signature stamps/plates;
d. Assure adequate control of negotiable instruments; and
e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. **Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. **N.C.G.S. § 133-32 and Executive Order 24:**

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 or Contract, 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 employee of your organization.

XV. **Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: County of Beaufort

Signature of Authorized Representative — Date

Printed Name — Title

Witness:

Signature — Date

Printed Name — Title

North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative — Date

N. David Smith, Chief Deputy Commissioner

Attachment B Contents:

a. Scope of Work and Map

b. ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements

c. Line Item Budget with Narrative and Project Timeline

d. Survey Requirements and Checklist

e. Baseline Documentation Report Requirements and Checklist

f. Environmental Audit Requirements and Checklist

g. The Conservation Easement Content

h. Closing Agent Requirements for Easement Programs

i. ADFP Trust Fund Monitoring Policies

j. Option to Purchase an ADFP Trust Fund Agricultural Easement

Scope of Work

The purpose of this contract is to place a perpetual agricultural conservation easement on +/- 263.0 acres of the Midyette Farm in Beaufort County.

Landowner name(s): Timothy A. Midyette

Physical address: Jackson Swamp Road, Bath, NC 27808

Latitude and Longitude: 35.505578159678855, -76.75031815060856
35.498223874469566, -76.76932964789324
35.50290553996897, -76.79434929258863

Parcel Identification Number (PIN): 6664-43-0580; 6664-96-4506; 6654-65-4192

Attached is a map of the proposed conservation easement:


Midyette Farm, Beaufort County, NC
Proposed Conservation Easement Areas
+/- 263 Acres
Legend
2 35.494982, -76.773173
1 35.503408, -76.798507
3 35.506363, -76.752455
Post Rd
Possum Hill Rd
Keech Ln
1741
Google Earth
© 2020 Google
N
1 mi

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Conservation Easement Contract Grantee Duties and Reporting Requirements

1. The NCDA&CS ADFPTF conservation easement contract is a two-year contract. The first contract year is to complete the conservation easement project, including recording the conservation easement. The second contract year is reserved for the completion of the conservation easement project due to documented hardships. The Grantee agrees to record the conservation easement within the first year of the two-year contract following the timeline below. Failure to follow the deliverable timeline is a breach of the contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. If the Grantee fails to record an approved conservation easement according to the terms and conditions of this contract within the contract period, the Grantee is responsible for repaying all funds expended.

2. If the conservation easement is not recorded within the first 365 days of the two-year contract, the Grantee must request a continuation of the project in writing to the Farmland Preservation Director 60 days before the end of the first year of the contract (Day 305). This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:
   a. Death of a landowner;
   b. Severe illness or incapacitation of a landowner;
   c. The Grantee has applied for federal funding and has not yet received funding notification;
   d. The Grantee has federal funds under contract and has not yet received approval to release federal funds.

   All other requests for continuing the conservation easement project shall be determined on a case-by-case basis. If approved, the project may continue into the second year of the contract. If denied, the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. Note: Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

Required Grantee Deliverable Within the First Contractual Year

Deliverables (Documents) *Must be provided in the following order and submitted as a complete suite in Word or PDF electronic format for ADFPTF review and approval.*	**Completion Date for Documents Provided to the Agency by the Grantee**
Easement Parcel Identification Suite • Preliminary Conservation Easement Survey, including GIS, per the ADFPTF Survey Requirements and Checklist • Preliminary Title Policy • Preliminary Attorney's signed Title Opinion certifying title for a period of at least sixty years	Within 180 days of the beginning date of the grant contract
Land Management Documents Suite • Environmental Audit including Hazardous Materials Checklist and Landowner Interview • Certified Development Rights Appraisal dated less than 90 days prior to closing. Updated Opinion Letters by the appraiser are acceptable. • Conservation Plan, if applicable • Forestry Plan, if applicable • Preliminary Baseline that includes applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey, per the ADFPTF Baseline Documentation Report Requirements and Checklist	Within 210 days of the beginning date of the grant contract and no less than 60 days before the scheduled conservation easement recording date
Legal Conservation Document Suite • Conservation Easement Survey in recordable format and approved by County Review Officers • Final Conservation Easement with applicable exhibits • Preliminary HUD Statement • Title Commitment • Signed Subordination Agreement, if applicable • Final Baseline that includes applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey, per the ADFPTF Baseline Documentation Report Requirements and Checklist	Within 240 days of the beginning date of the grant contract and no less than 30 days before the scheduled conservation easement recording date
Set Target Date for Easement Closing • All Legal Conservation Document Suite documents must be approved by NCDA&CS Legal Affairs	Within 270 days of the beginning date of the grant contract, and shall be no less than 30 days before the contract end date.
Final Legal Conservation Document Suite • Recorded Conservation Easement • Recorded Survey • Final Title Opinion • Final Title Policy • Recorded Subordination Agreement, if applicable • Signed HUD Statement • Signed Baseline	Due within 20 working days (28 calendar days) following the recording date of the conservation easement

3. The grantee shall provide the Agency with progress reports, both financial and programmatic. The following is based upon the Agency contract with the grantee being two years in time.

   For grant awards of less than $250,000, reports are due semi-annually. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – March 31	April 10
Year 1	April 1 – September 30	October 10
Year 2	October 1 – March 31	April 10
Year 2	April 1 – September 30	October 10

   For grant awards of $250,000 or more, reports are due quarterly. Refer to the table below for the reporting period and due dates for progress and budget reports:

Contract Year	Reporting Period	Report Due Dates
Year 1	October 1 – December 31	January 10
Year 1	January 1 – March 31	April 10
Year 1	April 1 – June 30	July 10
Year 1	July 1 – September 30	October 10
Year 2	October 1 – December 31	January 10
Year 2	January 1 – March 31	April 10
Year 2	April 1 – June 30	July 10
Year 2	July 1 – September 30	October 10

   In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that have been signed by the individual employee and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

   This grant contract is for the below-marked amount:

   ☒ Less than $250,000

   ☐ $250,000 or more

4. The grantee will use the selected easement template unless the exception category has been designated and approved by the Agency. The selection of the appropriate template is based upon partnership funding used to secure the conservation easement. Unless clearly delineated in the proposed conservation easement map, the landowner waives the rights of creation of no more than three lots pursuant to N.C.G.S. 106-744(b)(1); therefore no

lots shall be created in the easement area. The easement templates are downloadable at www.ncadfp.org:

- ☐ ADFPTF-USDA-USAF Template Easement
- ☐ ADFPTF-USDA-Navy Template Easement
- ☐ ADFPTF-USDA-Army Template Easement
- ☒ ADFPTF-USDA Template Easement
- ☐ ADFPTF-USAF Template Easement
- ☐ ADFPTF-Navy Template Easement
- ☐ ADFPTF-Army Template Easement
- ☐ ADFPTF Perpetual Template Easement
- ☐ ADFPTF Term Template Easement
- ☐ Exception, including the creation of no more than three lots pursuant to N.C.G.S. 106-744(b)(1). (Copy of the revised conservation easement language must be attached hereto as an amendment to the NCDA&CS ADFPTF contract at the time of approval)

The Agency legal counsel and Farmland Preservation Director must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.

5. The grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the grantee on the following guidance:
   a. No more than $25,000 if the grant award is $27,778 or greater and up to 90% of the grant if the grant award is less than $27,778 before the recording of the "Conservation Easement."
   b. All payment requests must have documented the purpose of the use of grant funds and be within the approved amounts designated in the contract grant budget.
   c. At the time of a properly recorded "Conservation Easement," the Agency shall pay to the grantee no more than 90% of the awarded grant amount.
   d. The Agency shall decrease the contract award amount based on current conservation easement appraisal, if applicable.
   e. The grantee shall ensure that **263.0** acres are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without the prior written approval of the Agency.
   f. The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained, as noted in the grant contract budget. The grantee may request the Agency for an exception to the division of funds if the Agency is the only entity providing easement funding.
   g. The Agency easement purchase shall not exceed 50% of the appraised easement value. If the Agency is the only grantor of funds used to secure the conservation

easement recording, the grantee may request in writing with sound reasoning for the Agency payment to exceed 50% of the appraised easement purchase value.

h. At no time shall the total payment of grant funding exceed the grant contract value.
i. All grantee payments must have receipts of expenditures to verify the use of funding per contracted purposes.
j. The Agency shall make the payment within 60 days of any grant reimbursement request by the grantee with approved documentation.

6. The grantee will use the selected conservation easement purchase funding program:

☒ Standard Conservation Easement Appraisal Program

Final conservation easement values must be determined by a Certified Development Rights Appraisal dated less than 90 days prior to closing or an Updated Opinion Letter by the appraiser dated less than 90 days prior to closing. Select one of the following:

☐ADFPTF funds only require one of the following types of appraisals:

- N.C. State Certified Residential or N.C. State Certified General Real Estate Appraiser that comply with Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Standards Board.
- Uniform Standards of Professional Appraisal Practice (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or "Yellow Book")

☒ USDA NRCS partnership projects require one of the following types of appraisals:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or "Yellow Book")

☐ Military partnership projects require the following type of appraisal:

- Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA or "Yellow Book")

☐ Present-Use Value (PUV) Conservation Easement Program

Select one of the following:

☐ Perpetual Conservation Easement:

- 75% of the conservation easement value as determined by the Conservation Easement Value Payout formula attached in this contract.

☐ 50-Year Term Conservation Easement:

- 60% of the conservation easement value as determined by the Conservation Easement Value Payout formula attached in this contract.

7. The conservation easement closing payment request may be submitted in writing using the Easement Closing Check Request form by the Grantee 30 days before the set closing date provided the following items have been achieved:
    a. All closing documents, i.e., conservation easement, HUD statement, title commitment, subordination agreement if required, have been reviewed and approved by ADFPTF and NCDA&CS legal staff.
    b. All progress/budget reports and other administrative reports, such as monitoring, audit, etc., must be current with the ADFPTF. These reports include all current and previous grants associated with the Grantee using ADFPTF funding.
    c. The Grantee has followed the contractually-obligated work schedule as detailed in the grant contract. If Grantee fails to maintain contractual agreement between NCDA&CS and the Grantee, NCDA&CS ADFPTF shall consider additional measures to ensure Grantee follows department policies and contract procedures.
    d. The proposed conservation easement closing date shall be no less than 30 days before the contract end date. This timeline is set to eliminate the risk of losing grant funds due to the contract's expiration.
    e. All parties, including ADFPTF, Grantee, landowners, and all funding partners with a financial interest in the conservation easement, will confirm the closing date.
    f. An electronic check will be submitted to the closing attorney named in the grant contract, provided all required information provided by the Grantee is complete approved by ADFPTF and NCDA&CS legal staff.
    g. If a contract is determined to be at risk of not being completed, NCDA&CS may provide alternatives to reduce that risk, including revisions of the holdback provisions or the payment delivery options for services rendered by contractual arrangement.

8. The grantee shall also submit a final grant report. Included in the final report, the grantee shall provide an accounting of the final match claimed by the grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1)(1). Grant contract budgeting and payments shall hold back 10% on all line items until ADFPTF receives all required reports and documentation. The full ADFPTF easement funding allocated for easement purchase may be submitted at closing, provided the closing attorney holds the 10% in escrow until all recorded documents and reports have been received and approved by NCDA&CS. The final report and all invoices are due within 20 working days (28 calendar days) following closing and recording date of the conservation easement. If the grantee fails to provide the final report and required supporting documentation within the required documentation period, the grantee may not receive reimbursement and shall be considered ineligible for reimbursement.

9. Grantees may request lowering of the hold back percentage provided the following criteria have been provided:

a. An official request to the Commissioner of Agriculture with reasoning why the 10% hold back is an undue burden, and a proposed revised hold back percentage.
b. The Grantee has no record of infractions or late reports for ADFPTF within the last two years from the date of the revised hold back percentage request.
c. If an infraction or late report occurs during the contract period of the grant, the hold back percentage shall be reinstated at 10% or higher as a corrective measure.

10. If the Grantee has not provided all closing documents and progress/budget reports 30 days before the contract's end date, the Grantee may request an emergency contract extension of the grant to the Commissioner of Agriculture. This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

11. After recording the "Conservation Easement" in the Register of Deeds Office, the grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The grantee shall electronically complete and submit to the Agency the "Grantee Monitoring Report – Perpetual or Term Easement" to report its annual monitoring findings. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed through a portal at www.ncadfp.org. The first "Grantee Monitoring Report – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording, and annually thereafter.

12. The grantee shall complete all reports in a prescribed format, which shall be provided by the Agency. Reports and required documentation must be up-to-date for the grantee to receive payments.

13. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo (digital versions of which can be downloaded from the Agency website at www.ncadfp.org) shall be displayed in all the grantee's publicity and printed materials relating to this grant.

14. The grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff. Reports and documents may be submitted by email to ncadfp@ncagr.gov.

15. Noncompliance of grantee duties will result in an immediate suspension of existing Agency grant funding, and the grantee shall be ineligible for further Agency grants until

the noncompliance is corrected and the Agency has acknowledged the correction and the grantee is in good standing. The Agency shall use the following guidance in placing a grantee in noncompliance:

Classification	Grant Contract / Monitoring Status	Eligibility Status
Green	All budget, progress, and monitoring reports are on file and up to date. No incidents noted in the Suspension of Funding List or other department or state grant tracking reports.	No restrictions.
Yellow	There is a late budget, progress, or monitoring report in the previous reporting period. No incidents noted in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments and proposed grant contracts frozen until reports are filed and approved. Review of proposed grant applications and requests may continue, but no grant contract may be offered.
Red	There are late budget, progress, or monitoring reports for two reporting periods. No incidents noted in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments and proposed grant contracts frozen until reports are filed and approved. Review of proposed grant applications and requests are discontinued, and no grant contract may be offered.
Black	There are late budget, progress, or monitoring reports for three or more reporting periods or the grantee is found as noncompliant in the Suspension of Funding List or other department or state grant tracking reports.	All grant payments frozen. Grantee is not eligible for an ADFP Trust Fund grant application or contract.

16. The grant contract budget and project timeline are as attached:

Conservation Easement Budget Worksheet - Midyette Farm

Line Item	ADFP Trust Fund	90 Percent Maximum	Projected USDA NRCS ALE/RCPP Match	Projected Military Match	Projected Nonprofit Match	Projected Landowner Donation	Projected County Match	Projected Other Match	Totals
Appraisal						$ 6,000.00			$ 6,000.00
Attorney Fees	$ 5,900.00	$ 5,310.00							$ 5,900.00
Baseline Documentation Report	$ 4,200.00	$ 3,780.00							$ 4,200.00
Closing Costs (Recording Fee, Title Insurance)	$ 2,100.00	$ 1,890.00							$ 2,100.00
Easement Purchase	$ 104,661.00	$ 94,194.90	$ 209,322.00			$ 104,661.00			$ 418,644.00
Environmental Assessment / Audit	$ 3,500.00	$ 3,150.00							$ 3,500.00
Personnel / Administrative					$ 5,000.00				$ 5,000.00
Stewardship Endowment	$ 3,140.00	$ 2,826.00				$ 3,140.00			$ 6,280.00
Survey	$ 10,100.00	$ 9,090.00							$ 10,100.00
Travel					$ 1,000.00				$ 1,000.00
Totals	**$ 133,601.00**	**$ 120,240.90**	**$ 209,322.00**	**$ -**	**$ 6,000.00**	**$ 113,801.00**	**$ -**	**$ -**	$ 462,724.00

Easement Size (Acres)	263.000	Easement Size (Acres) 5 Percent Variance +/-	276.150	249.850

Line Item	ADFP Trust Fund Grant Expenditures	ADFP Trust Fund Grant Balance	Confirmed USDA NRCS ALE/RCPP Match	Confirmed Military Match	Confirmed Nonprofit Match	Confirmed Landowner Donation	Confirmed County Match	Confirmed Other Match	Totals
Appraisal									$ -
Attorney Fees		$ 5,900.00							$ -
Baseline Documentation Report		$ 4,200.00							$ -
Closing Costs (Recording Fee, Title Insurance)		$ 2,100.00							$ -
Easement Purchase		$ 104,661.00							$ 104,661.00
Environmental Assessment / Audit		$ 3,500.00							$ -
Personnel / Administrative									$ -
Stewardship Endowment		$ 3,140.00							$ -
Survey		$ 10,100.00							$ -
Travel									$ -
Totals	**$ -**	**$ 133,601.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 104,661.00**

Project Timeline - Midyette Farm

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2021 - December 31, 2021	Personnel and Administrative Duties, Travel		$ 6,000.00	$ 6,000.00
January 1, 2022- March 31, 2022	Survey, Draft Easement Language, Baseline, Applicable Conservation and Forestry Plans, Environmental Audit, Preliminary Title Opinion and Policy	$ 17,800.00		$ 17,800.00
April 1, 2022 - June 30, 2022	Certified Appraisal, Set target date for easement closing		$ 6,000.00	$ 6,000.00
July 1, 2022 - September 30, 2022	Request Funds for closing, Preliminary HUD, Record Easement, Record Survey, Final Title Opinion and Policy, Final Payment Request, Legal Fees,	$ 115,801.00	$ 317,123.00	$ 432,924.00
Grant Year 1 Subtotals		$ 133,601.00	$ 329,123.00	$ 462,724.00

Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2022 - December 31, 2022				$ -
January 1, 2023- March 31, 2023				$ -
April 1, 2023 - June 30, 2023				$ -
July 1, 2023 - September 30, 2023				$ -
Grant Year 2 Subtotals		$ -	$ -	$ -
Entire Grant Period Totals		$ 133,601.00	$ 329,123.00	$ 462,724.00

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Conservation Easement Survey Requirements and Checklist

1. The total surveyed acres referenced in the survey title block must be the same in the conservation easement and all documents on the easement deliverables list, including, but not limited to, the title policy, title opinion, environmental audit, certified development rights appraisal, conservation plan, forestry plan, baseline documentation report, conservation easement language, HUD statement, title commitment, and subordination agreement.

2. The total survey acres contained in the survey title block must be at least to the hundredth decimal point.

3. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina are: The linear error of closure shall not exceed one (1) foot per 5,000 feet of the perimeter of the tract of land (1:5,000).

   For special circumstances when a survey is needed that is not a Class C survey, the following minimum standards of specification are to be observed:

   a. Urban Land Surveys (Class A) – The linear error of closure shall not exceed one (1) foot per 10,000 feet of the perimeter of the tract of land (1:10,000).

   b. Suburban Land Surveys (Class B) – The linear error of closure shall not exceed one (1) foot per 7,500 feet of the perimeter of the tract of land (1:7,500).

4. All surveys shall be tied to the North Carolina State Plane Coordinate System NAD83(2011) Feet per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g) and Title 21 NCAC 56.1607, regardless if the property is not within 2,000 feet of a geodetic monument.

5. The survey must meet all current N.C. recording standards, pursuant to G.S. 47-30, and, if applicable, any recording standards for the county where the property is located.

6. The stated linear error of closure shall be computed by latitudes and departures, and the closure shall be stated before balancing.

7. A map shall be prepared of the tracts surveyed and shall be properly and accurately drawn, revealing all the information developed by and during the survey. The size of the map shall be such that all details can be shown clearly.

8. The certification to be shown on the map shall be in accordance with the example as set forth in the "Manual of Practice for Land Surveying in North Carolina."

9. The title block of each map shall contain the type of easement (ADFPTF, ALE, etc.), name of the landowner(s), location, date surveyed, a scale of the drawing, name, address, registration number and seal of the surveyor.

10. The North arrow shall be accurately positioned and designated as N.C. Grid north.

11. The total acres of land owned by the landowner(s) shall be indicated on the survey. The survey shall indicate where the easement area sits in relation to the entire tract owned by the landowner.

12. The total acres under the Conservation Easement shall be broken down as occurs for:

    a. Full easement acres under restrictions.

    b. Farmstead (area included in the easement for farm buildings, storage, shops, etc.)

    c. Residential Lots (up to three lots if elected by the landowner) are ADFP only easements – homesites, existing residences, etc. in the easement but limited restriction allowing residential living)

13. Property corners shall be adequately identified, marked, and labeled.

14. Two corners of the survey shall have N.C. Grid coordinates (using the current N.C. Grid datum at the time of survey) and be shown on the survey plat.

15. Clear markings of easement boundaries shall be indicated with dark or thicker lines, shading, etc., and clear points of a boundary line change.

16. Courses and distances of boundary lines and other lines shall be lettered neatly thereupon in feet and hundredths of a foot and in degrees, minutes, and seconds, if available.

17. The names of all adjoining owners or utilities bordering on or crossing the premises or tract, the names of the principal and adjoining streams, the names and numbers of roads and highways, easements, ingress and egress, ponds, lake boundaries, and other pertinent details shall be indicated, defined and located on the map if they are visible and cross or form a boundary of the property being surveyed. All control corners, coordinated markers, and permanent markers or monuments on adjoining properties shall be identified and located on the map.

18. Where a boundary of a tract is formed by a curved line, the actual survey data from the point of curvature of the curve to the point of tangency shall be shown on the face of the map. Where a boundary of a tract is formed by a creek or river, offset traverse shall be run and offset points shown on map with reference to boundary points in center of stream as called for in the deed.

19. All easements and encroachments on the property being surveyed shall be accurately located and clearly indicated on the map.

20. The surveyor shall furnish to the ADFPTF a written description for each tract surveyed.

21. The surveyor agrees to fully complete all the surveys herein set out and to furnish the ADFPTF an original copy of each survey together with a written description. Additionally, the surveyor agrees to provide, by e-mail, a DWG file or shapefile before payment is made. The digital file must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).

22. The AutoCAD or GIS shapefile should contain a polygon clearly identifying the Boundaries of the Conservation Easement. This requirement is an addition to any line work.

23. Legal access from the easement area to the state-maintained road must be shown on the survey.

24. The survey must show all access easements over and across the landowner's property to adjoining tracts. If the easement area is less than the landowner's entire tract of land, the survey must show access to the landowner's remaining parcel of land.

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Baseline Documentation Report Requirements and Checklist

Baseline documentation reports (BDRs) are important in establishing the condition and characteristics of the land parcel at the time of easement closing and serve as the basis for easement management and monitoring. BDRs also help document how the characteristics of the land support the purposes of the conservation easement and help to justify the expenditure of public funds.

BDRs include narrations, pictures, and maps to provide a complete understanding of a given parcel. It is recognized no two land parcels are the same, and there is an expected level of variation in the contents of BDRs. However, the following requirements, where applicable, are considered a minimum that should be found in all BDRs.

***Note:** *Maps required for each section are emphasized with italics.*

I. **Title Page:** Include the title of the easement as stated in the ADFP Trust Fund contract, (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR and date of certification, and name, title, and affiliation of the BDR author(s).

II. **Table of Contents:** Include all section headers, maps, and photographic documentation, with page numbers.

III. **Purpose of the Conservation Easement:** Briefly summarize the purposes as found in the easement document.

IV. **Landowner Contact Information:** Names, addresses, email, and phone numbers, etc. of landowners. May also include names, email, and phone numbers of any land managers, gatekeepers, etc. as appropriate.

V. **Property Background:**

a. Include a paragraph summarizing the property, including the following information:

i. Total parcel acreage and easement acreage (if different).

ii. General location in the county.

iii. Inclusion in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).

iv. History of the parcel, if available, including farming operation and land uses.

v. Current land uses.

vi. Environmental Audit (EA) or Environmental Site Assessment (ESA) in accordance with the N.C. ADFP Trust Fund Environmental Audit (EA)

Requirements and Checklist.

vii. Any other significant features identified by the grantee or landowner.

b. *Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmsteads and building envelopes, and legal access (ingress/egress) from a publicly maintained road. The features in the map must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).*

c. Location and Physical Setting – General description of the landscape and farming operations in the general area, including adjacent land.

   i. *Include imagery of area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).*

VI. Impervious Surfaces and Existing Human Modifications: List each permanent structure and other impervious surfaces, showing length/width measurement. Include a calculation of the total extent of impervious structures, the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres, and remaining allowable surface area within the easement converted to square feet and acres.

a. *Map with labels for all human modifications to the property with the following labeled:*

   i. *structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc. within the easement area.*

The following is an example of adequate documentation for impervious structures:

The farmstead envelope consists of several farm-related structures and the primary residence. The residence is a 1,970 square feet brick ranch. The creamery building has been restored from the original store building. Two open-sided barns are located within this area.

Photo points 1-7, 15-18, 33, 34. Modifications in this area include the following:

- Barns (2)
- Well (1)
- Creamery Building
- Residence
- Silage storage areas (2)
- Concrete Pad

The dimensions and approximate impervious surface for each of these areas are listed in the table below:

Impervious surface item	Photo point	Dimensions	Impervious surface (sq. ft.)	Impervious surface (acres)
Barn 1, storage shed	17	40' x 35'	1,400	0.032
Barn 2	18	12' x 24'	288	0.007
Well	1	10' x 6'	60	0.001
Creamer building	2	50' X 40'	2,000	0.046
Residence	34A		2,240	0.051
Silo storage areas	5	80' x 200'	16,000	0.367
Concrete pad	16	27' x 24'	648	0.015
Total			**22,636**	**0.519**

The easement allows for a maximum impervious surface area of 2% or 85,987.20 sq. ft. (1.97 acres). Based on the above approximations, a remaining 63,351.44 sq. ft. (1.45 acres) of impervious surface is allowed under the easement.

VII. Existing Land Use and Management:

a. Include the landowner's objectives for the management of the parcel and current agricultural practices.

b. Statements on the general condition and management of the following key areas:

i. Pasture and cropland – acreage and percent of land use in the easement (if applicable). Include a summary of the existing conservation plan and practices and the adequacy in achieving management goals.

1. Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pasture land).

ii. Forest and woodlands – acreage and percent of land use in the easement (if applicable). Include current forestry management plan and practices (e.g., managed for maximum timber production or let stand as a natural area for wildlife habitat).

1. Include a copy of the current forestry management plan developed by the NC Forest Service or a registered private forester (required for 20 or more acres of forestry).

iii. Other significant land uses – acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation pond, canals, etc.).

VIII. Land Parcel Topography and Soil Types:

a. **Topography:** Short paragraph summarizing the general topography of the easement area, highlighting any extremes.

i. Contour map (overlay of an aerial/satellite view, if possible) of the property, or the best available map showing the property's elevation profile.

b. **Soils:** The protection of the soil resource base and the sustainable production of food and fiber are essential purposes of conservation easements. Therefore, explaining the soil resources on the easement property is very important. The BDR should include a discussion of all soil types within the land parcel, including a description of each. All soil types and descriptions are available through USDA-NRCS. The following is provided as an example:

There are six soil units mapped on the parcel, as shown on the General Soils Map. Four of the six soils are classified as prime farmland or farmland of statewide importance.

The soil types are as follows: (Note: Only one soil type is shown as an example. All soils shown on the soils map should be listed.)

Georgeville silty clay loam, 2-6% slopes.

GeB2 — Georgeville silty clay loam, 2-6% slopes. Georgeville soils are very deep, well-drained, and moderately permeable. Parent material for the soil is weathered fine-grained metavolcanic rocks. It is a moderately eroded soil found on uplands with elevations ranging from 300-750 feet. It is a well-drained soil with moderate available water capacity. Georgeville is considered a prime farmland soil.

c. Utilize the following table format to list all soils found within the easement area:

Soil Type	Name	Acreage	% of Total	Prime or Statewide Importance? Y/N

i. *Accompanying USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels.*

IX. Descriptions of the Property's Natural Features:

a. **Forest/Woodland**: General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).

   i. *Accompanying stand map or reference map with labeled stands (if applicable).*

b. **Aquatic Features:** List and description of all significant aquatic features (streams water bodies, wetlands, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.

   i. *Accompanying labeled aquatic map (overlay of an aerial/satellite view, if possible).*

c. **Wildlife and Natural Communities (*Optional*):** List and describe all wildlife habitat and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).

   i. *Accompanying map of wildlife and natural communities.*

X. Archeological and Historical Features: List and description of all historical features of significance, including cemeteries (if applicable).

a. Labeled map of archeological and historical features on the property (if applicable).

XI. Photographic Documentation: Provide a photographic record of the protected property. This section must include photos that are easily replicable from roads, permanent features, or using GPS waypoints. Photographs are recommended to include timestamps and latitude and longitude.

a. Photographs must be taken at regular intervals along the property line that capture the property in its entirety, including photos from each property corner.

b. Photographs of each permanent structure within each building envelope or farmstead area.

c. If not included above, all other impervious surfaces in the easement.

d. Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).

e. General landscape pictures that are representative of the easement area.

f. Photographic index with descriptions of each photo (photos must have descriptions next to them).

g. *Photographic documentation map with photos numbered. Include a compass direction to note the direction the photo was taken.*

XII. Additional Maps: Accompanying descriptions are optional:

a. *U.S. Geological Survey (USGS) U.S. Topo or 7.5-minute quadrangle topo map.*

b. *General hydrology map.*

XIII. Signature Page (Acknowledgement of Property Condition Form): Signatures of acknowledgment that the landowner(s) agree with the BDR and the condition of the property at the time the easement is placed on the property. A final review, with any applicable updates, of the BDR must be approved 30 business days before closing. **No edits are permitted within five (5) business days before closing.** The BDR must be signed at closing by an authorized signatory of the grantee organization and all landowners listed in the easement.

Baseline Documentation Report Checklist

Introduction and Contacts

	Title Page: Include the title of the easement as stated in the ADFP Trust Fund contract, (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR and date of certification, and name, title, and affiliation of the BDR author(s).
	Table of Contents: Include all section headers, maps, and photographic documentation, with page numbers.
	Purpose of the Conservation Easement: Briefly summarize the purposes as found in the easement document.
	Landowner Contact Information: Names, addresses, email, and phone numbers, etc. of landowners. May also include names, email, and phone numbers of any land managers, gatekeepers, etc. as appropriate.

Property Background

	Total parcel acreage and easement acreage (if different).
	General location in the county.
	Inclusion in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).
	History of the parcel, if available, including farming operation and land uses.
	Current land uses.
	Environmental Audit (EA) or Environmental Site Assessment (ESA) in accordance with the N.C. ADFP Trust Fund Environmental Audit (EA) Requirements and Checklist.
	Any other significant features identified by the grantee or landowner.
	Map: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmsteads and building envelopes, and legal access (ingress/egress) from a publicly maintained road. The features in the map must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).
	Location and Physical Setting – General description of the landscape and farming operations in the general area, including adjacent land.
	Map: Imagery of area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).

Impervious Surfaces and Existing Human Modifications

	List of each permanent structure and other impervious surfaces, showing length/width measurement.
	Map: All human modifications to the property with the following labeled: structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc. within the easement area.

	Calculation of the total extent of impervious structures.
	Calculation of the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres.
	Calculation of the remaining allowable surface area within the easement converted to square feet and acres.

Existing Land Use and Management

	Landowner's objectives for the management of the parcel and current agricultural practices.
	Statement on the general condition and management of pasture and cropland. Include acreage and percent of land use in the easement (if applicable). Include a summary of the existing conservation plan and practices and the adequacy in achieving management goals.
	Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pasture land).
	Statement on the general condition and management of forest and woodlands. Include acreage and percent of land use in the easement (if applicable). Include current forestry management plan and practices (e.g., managed for maximum timber production or let stand as a natural area for wildlife habitat).
	Include a copy of the current forestry management plan developed by the NC Forest Service or a registered private forester (required for 20 or more acres of forestry).
	Statement on the general condition and management of other significant land uses. Include acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation pond, canals, etc.).

Land Parcel Topography and Soil Types

	A short paragraph summarizing the general topography of the easement area, highlighting any extremes.
	Map: Contour map (overlay of an aerial/satellite view, if possible) of the property, or the best available map showing the property's elevation profile.
	Discussion of all soil types within the land parcel, including a description of each.
	Table of all soils found within the easement area. Include soil type, name, acreage, percent of total soils in the easement, and designation as prime or statewide importance.
	Map: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels that match figures in the table.

Description of the Property's Natural Features

	Optional: List and describe all wildlife habitat and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
	Optional: Map: Wildlife and natural communities.

	General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).
	Map: Stand or reference map with labeled stands.
	List and description of all significant aquatic features (streams water bodies, wetlands, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.
	Map: Aquatic map (overlay of an aerial/satellite view, if possible).

Archeological and Historical Features

	List and description of all historical features of significance, including cemeteries (if applicable).
	Map: Archeological and historical features on the property (if applicable).

Photographic Documentation

	All photos are easily replicable from roads, permanent features, or GPS waypoints. Photographs are recommended to include timestamps and latitude and longitude.
	Photographs at regular intervals along the property line that capture the property in its entirety, including photos from each property corner.
	Photographs of each permanent structure within each building envelope or farmstead area.
	All other impervious surfaces in the easement if not included above.
	Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).
	General landscape pictures that are representative of the easement area.
	Photographic index with descriptions of each photo (photos must have descriptions next to them).
	Map: Documentation map with photos numbered. Include a compass direction to note the direction the photo was taken.

Additional Maps

	Map: USGS US Topo or 7.5-minute quadrangle topo map.
	Map: General hydrology map.

Signature Page

	A final review, with any applicable updates, of the BDR must be approved 30 business days before closing.
	No edits are permitted within five (5) business days before closing.
	Signature of authorized signatory of grantee organization at closing.
	Signature(s) of all landowners listed in the easement at closing.

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Environmental Audit (EA) Requirements and Checklist

An Environmental Audit (EA) or Environmental Site Assessment (ESA) identifies potential or existing environmental contamination liabilities. The analysis addresses both the underlying land as well as physical improvements to the property.

An EA is a stand alone document, and some required documents included in the EA will match other submitted materials in the survey, baseline documentation report, and title work.

An EA can be conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview or equivalent, or with an environmental firm qualified to conduct Phase I Environmental Site Assessments.

For USDA NRCS Agricultural Land Easement (ALE) projects, only an EA conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview will be accepted.

Below are the requirements for an EA for a conservation easement project with the N.C. ADFP Trust Fund (ADFPTF):

1. Map of the Conservation Area associated with the EA that includes any land improvements or special land use features.
    a. Must match the map found in the baseline documentation report.

2. Documentation of land ownership associated with the EA, such as a property tax card, land deed, etc.
    a. Must match the preliminary title policy and preliminary attorney's signed title opinion.

3. Description of current land uses.
    a. Must match the uses found in the baseline documentation report.

4. Pictures of land area defined in the EA with the location of pictures identified on a map or survey. Please submit at least one picture for each different land use or land improvement placed on the land parcel.
    a. Must match the pictures found in the baseline documentation report.

5. Any implied and prevalent easement or ingress/egress use must be defined by picture and mapped.
    a. Must match the preliminary conservation easement survey.

6. Any trash, chemical or non-natural land use must be defined by picture and mapped.

7. An environmental opinion review of the land by the agency performing the EA.

8. Date of land parcel visit and site evaluation.

9. Name, signature, and date of the land investigator/reviewer.

10. A completed, dated, and signed Hazardous Materials Checklist and Landowner Interview or equivalent. Approved formats include the latest USDA NRCS versions. Attached is an example.

If on-site or off-site reviews find recognized environmental conditions that negatively impact the property, such as the presence petroleum products or hazardous substances in the subsurface of the site, and these findings necessitate further investigation of environmental conditions with a Phase II ESA or equivalent, the Grantee is required to conduct these assessments.

HAZARDOUS MATERIALS FIELD INSPECTION CHECKLIST

A. BACKGROUND INFORMATION

Clear Form

NRCS PROGRAM	LANDOWNER NAME	
PROPERTY ADDRESS		NUMBER OF ACRES
NEST APPLICATION NUMBER	COUNTY	STATE
FIELD INSPECTOR'S NAME & TITLE		DATE INSPECTED

B. INSTRUCTIONS:

- For each question, indicate if you find any evidence of past or present hazardous materials.
- For any suspected evidence found, display the location on the parcel map and attach photographic evidence as an addendum to this document.
- If you need more room to explain your findings attach additional sheets.
- When complete, attest that a field inspection has been completed and that to the best of your knowledge the information included is accurate.

C. Field Conditions:

	Onsite	Nearby	None
1. Dumps or landfills (especially with drums/containers)	☐	☐	☐
2. Other debris: household or farm waste	☐	☐	☐
3. Fills (possible cover for dumps)	☐	☐	☐
4. Unusual chemical odors	☐	☐	☐
5. Above/below ground storage tanks	☐	☐	☐
6. Buildings: chemical storage, equipment repair solvents	☐	☐	☐
7. Structures: evidence of asbestos	☐	☐	☐
8. Vegetation different from surrounding area for no apparent reason (e.g., stressed or dead, bare ground)	☐	☐	☐
9. "Sterile" or modified water bodies	☐	☐	☐
10. Oil seeps, stained ground, discolored stream banks	☐	☐	☐
11. Unnatural characteristics of water: oil slicks, unusual color, etc.	☐	☐	☐
12. Spray operation base: air strip, equipment parking area chemical staging, storage, and mixing areas	☐	☐	☐
13. Machinery repair areas	☐	☐	☐
14. Pipelines, power lines, gas lines	☐	☐	☐
15. Oiled or formerly oiled roads	☐	☐	☐
16. Mounted transformers - evidence of leakage	☐	☐	☐
17. Any mining activity or mining residue: past, present, or future	☐	☐	☐
18. Wastewater treatment equipment, septic system, sewage lagoons	☐	☐	☐

19. Treatment for vegetation or invasive species ☐ ☐ ☐

20. Spills or releases of pollution ☐ ☐ ☐

D. EVIDENCE OF PAST USE (check all that are applicable)

Manufacturing	☐	Scrap metal, auto, or battery recycling	☐
Service station	☐	Military	☐
Dry cleaning	☐	Laboratories	☐
Air Strip	☐	Wood preserving	☐
Pipeline	☐	Tanning	☐
Railroad line	☐	Monitoring wells	☐
Facilities with large electrical transformers	☐	Wells no longer providing water	☐
Petroleum production	☐	Piles of soil, rock, debris	☐
Landfills	☐	Any unnatural topographic features	☐

Other (describe) _____

E. PHYSICAL EVIDENCE OF EASEMENTS OR RIGHTS-OF-WAY (power lines, pipelines, railroads, roads)

F. NEARBY LAND USES: (describe all surrounding land uses – especially those upstream or upgradient)

G. CONTAMINATED SITES RECORD SEARCH:

List all known contaminant sites within a 1-mile radius of the site. Check with Federal or State environmental protection agencies and local authorities. Are there any known hazardous material problems on or near the site (National Priority List, State sites, etc.)? *(Attach additional sheets as necessary)*

H. INTERVIEWS: (Interviewee Name) (Title) (Interview Date)

Present Owner(s) _____

Past Owner(s) _____

County Agent _____

Other Authorities _____

I. AGRICULTURAL HISTORY:

Type, Duration and Extent of Agricultural Activity:

Surface Drains Present ☐ PRESENT ☐ NOT PRESENT

Subsurface Drains Present ☐ PRESENT ☐ NOT PRESENT

J. RECOMMENDATION:

In my professional opinion and based on my inspection of the site this project should move forward:

☐ YES ☐ NO ☐ FURTHER INVESTIGATION NEEDED

K. CERTIFICATION:

I hereby certify that on_____, 20_____I made a personal examination and inspection of the tract or parcel of land identified above, and that I am fully informed as to the boundaries, lines and corners of said tract. Based upon a careful and thorough investigation and inquiry I hereby certify that the *Hazardous Materials Field Inspection Checklist* and the attachments are true to the best of my knowledge and belief.

EXAMINER (Name and Signature)	OFFICIAL TITLE

HAZARDOUS MATERIALS LANDOWNER INTERVIEW

A. Property Information

NRCS PROGRAM	LANDOWNER NAME	
PROPERTY ADDRESS		NUMBER OF ACRES
NEST APPLICATION NUMBER	COUNTY	STATE

Interview Information

INTERVIEWER NAME	INTERVIEW DATE
INTERVIEWEE NAME	INTERVIEWEE PHONE NO.
AFFILIATION WITH PROPERTY (e.g., Owner, Operator, Caretaker, Previous Owner, Tenant, Neighbor)	TIME FRAME OF AFFILITION (YRs & MOs)

"To the Best of Your Knowledge..."

A. Property Uses

	Yes	No	Copy Attached	No Copy Available
1. Do you have or know of the existence of any of the following records related to the property? *(If yes, please provide copies or make them available.)*				
a. Radon, asbestos, or lead-based paint surveys				
b. Environmental compliance audit reports				
c. Environmental permits related to current or previous site activities (e.g., waste disposal permits, wastewater permits, NPDES permits)				
d. Registrations for underground and above-ground storage tanks.				
e. Hazardous materials management plans (Emergency Planning and Community Right-To-Know Act (EPCRA))				
f. Facility safety plans				
g. Preparedness and prevention plans				
h. Spill prevention, control, and countermeasure (SPCC) plans				
i. Hydrogeologic and geotechnical reports on the property or surrounding area				
j. Notices or other correspondence from any government agency relating to past or current violations of environmental laws with respect to the property				
k. Notices or other correspondence from any government agency relating to environmental liens encumbering the property				
l. Hazardous waste generator notices or reports				
m. Risk assessments				
n. Recorded deed or environmental land use restrictions				
o. Other environmental studies or investigations				

2. Has the property ever been used for an industrial or commercial use (e.g., official and unofficial shooting ranges; processing, handling, management, disposal, storage, manufacture, or transportation of hazardous substances or petroleum products, such as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photographic developing laboratory, methamphetamine laboratory, junkyard, bone yard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility). If yes, describe the activities and provide the time frames, types, locations, and quantities of hazardous substance use and storage.
Yes □ No □ Unknown □

3. Has there ever been permitted or planned mining activity or oil and gas exploration or development on the property? If yes, describe the activities and provide the time frames, locations, and scope of operations.
Yes □ No □ Unknown □

4. Has the property ever been used for agricultural purposes, such as livestock or crops? If yes, describe the operations and indicate the locations and time frames involved. Yes □ No □ Unknown □

   a. If yes, did the operation involve the use or storage of chemicals such as pesticides, fertilizers, and or solvents? If yes, describe and provide locations and the type, quantity, duration of use, and management practices. Yes □ No □ Unknown □

5. Are there, or have there been, any improvements, such as buildings, water towers, smokestacks, smelters, and old building foundations on the property? If yes, describe each improvement, including construction date for each improvement; location on the property; square footage; past and current uses; dates of major renovations, additions, modifications; number of stories; type of construction; heating and cooling sources; water sources; sewage, solid and hazardous waste disposal; and removal date (if applicable).
Yes □ No □ Unknown □

B. Hazardous Materials and Substances

1. Do the **current** operations on the property involve the use and storage of chemicals? If yes, please describe the operations and indicate the locations, types, and quantities of materials used. Describe locations of chemical storage, mixing, and loading. Discuss any use, storage, mixing, or disposal of automotive or other batteries, pesticides (e.g., insecticides, herbicides, and fungicides), paints, solvents, or other chemicals on fence lines, rights-of-way, or other structures such as airstrips, heliports, or crop duster operations.
Yes □ No □ Unknown □

   a) If yes, has there been a spill or release of hazardous substances, petroleum products, or other potential environmental problems on the property associated with **current** operations? If yes, describe the nature and locations of the release and the quantities and types of hazardous substances. This

includes staining or soils and floors in areas utilized for the use and storage of hazardous materials.
Yes □ No □ Unknown □

b) If there had been a spill or release of hazardous substances or petroleum products, did someone report the incident to the National Response Center or a local or State emergency response authority? If yes, identify the agency. Yes □ No □ N/A □ Unknown □

c) If a spill or release of hazardous substances or petroleum products has occurred, has the release been mitigated? If yes, describe the mitigation, identify the lead regulatory agency that oversaw the mitigation and indicate if the lead regulatory agency issued a no-further action (NFA) determination.
Yes □ No □ N/A □ Unknown □

d) If remediation is completed, does the property have contamination or residual contamination? If yes, are there any institutional controls or land use restrictions in place or long-term monitoring and maintenance requirements? Yes □ No □ N/A □ Unknown □

2. Are there any **past operations** at the property that involved the use or storage of hazardous materials and substances? If yes, describe the operations and the locations, types, and quantities of materials.
Yes □ No □ Unknown □

a) If yes, has there been a spill or release of hazardous substances, petroleum products, or other potential environmental problems on the property associated with **past** operations or tenants? If yes, describe the nature and locations of the release and the quantities and types of hazardous substances.
Yes □ No □ N/A □ Unknown □

b) If a spill or release of hazardous substances or petroleum products had occurred, was it reported to the National Response Center or a local or State emergency response authority? If yes, identify the agency. Yes □ No □ N/A □ Unknown □

c) If a release of hazardous substances or petroleum products had occurred, was the release mitigated? If yes, describe the mitigation, identify the regulatory agency that oversaw the mitigation and indicate if the lead regulatory agency issued a no-further action (NFA) determination.
Yes □ No □ N/A □ Unknown □

d) If remediation is completed, does the property now have contamination or residual contamination present? If yes, are there any institutional controls or land use restrictions in place or long-term monitoring and maintenance requirements? Yes □ No □ N/A □ Unknown □

3. Have there ever been any easements, rights-of-way, pipelines, utility lines, railways, entry or exit ports and associated structures, either buried or overhead, crossing the property? If yes, please describe and indicate the locations, approximate construction date, and the owner's identity. Yes □ No □ Unknown □

a) If yes, are you aware of any spills or releases associated with these features? If yes, please describe the spills and releases and indicate the date, type, and quantities of materials involved. Yes □ No □ Unknown □

b) If a spill or release has occurred, are you aware if the release has been mitigated? If yes, who did the mitigation and what regulatory agency oversaw the mitigation? If known, indicate whether the lead regulatory agency issued a no-further action (NFA) determination. Yes □ No □ N/A □ Unknown □

c) If remediation is completed, are you aware if there the property still has contamination or residual contamination? If yes, are there any institutional controls or land use restrictions in place or long-term monitoring and maintenance requirements? Yes □ No □ N/A □ Unknown □

4. Are you aware if the property's topography has been altered or if the property has any unnatural topographic features present? If yes, please describe the topographic alterations or unnatural features. Indicate their locations on the property and, if known, when the alterations occurred and by whom. Yes □ No □ Unknown □

5. Has fill material ever been brought onto the property that originated from a contaminated site or that was of an unknown origin? If yes, describe the date and quantity of material brought to the property, indicate the location where the material was placed. Yes □ No □ Unknown □

a) If fill material came from a contaminated site, identify the fill's origin and describe the contamination.

b) Is there any evidence that waste materials were dumped above grade, buried, or burned, either currently or previously, on the property? Examples include hazardous materials, petroleum products, labeled or unlabeled drums or containers, pesticide containers, household and farm debris, automotive

or industrial batteries, building demolition debris, or other waste materials. Yes □ No □ Unknown □

6. Are there any floor drains in the onsite structures or areas where chemicals (e.g., waste oil, antifreeze, solvents, and pesticides) were used or stored? If yes, indicate the locations of the structures and the types, quantities, and time frames related to the associated chemical use or storage. For each area or structure, also indicate the discharge location for the floor drains. Yes □ No □ Unknown □

7. Do the walls, floors, or ceilings of the structures used to store hazardous materials have any chemical stains? If yes, indicate the areas in each structure that has chemical staining. Yes □ No □ Unknown □

8. Are there or have there been any floors, drains, walls, or ceilings stained by substances other than water or that are emitting foul or unnatural odors (e.g., mold, mildew, algae)? If yes, describe the locations and the nature of the past and current site operations. Yes □ No □ Unknown □

9. Are there electrical transmission lines, transformers, capacitors, lighting ballast, or hydraulic equipment (e.g., elevators, presses, lifts, or doors) on the property? If yes, identify the locations and approximate age of the equipment. Yes □ No □ Unknown □

   a) If the site has electrical transmission lines, transformers, capacitors, lighting ballast, or hydraulic equipment, has testing been done to determine the presence of polychlorinated biphenyls (PCBs) or has any onsite equipment contained PCBs? If yes, indicate the locations, type of equipment, and dates. Yes □ No □ Unknown □

   b) If the site has or had PCBs, are you aware of any release of PCBs that have occurred? If yes, describe the release and indicate the date, locations and whether the release was mitigated. Yes □ No □ N/A □ Unknown □

10. Has there ever been any mercury-containing equipment (e.g., switches, thermostats, thermometers, manometers, or sink traps) on the property? If yes, indicate the locations and type of equipment and dates. Yes □ No □ Unknown □

11. Are you aware of any radon, asbestos-containing materials, or lead-based paint on the property? If yes, indicate the type, locations and dates. Yes □ No □ Unknown □

a) If yes, has anyone done any radon, asbestos-containing materials, or lead-based paint surveys on the property? If yes, indicate whether radon, asbestos-containing materials, or lead-based paint has been identified in any onsite buildings. Identify the dates of the surveys, the structures, the results, and condition of the materials. Yes □ No □ Unknown □

_____

_____

12. Is there current or past use of above-ground or underground storage tanks, including drums or other fuel containers, on the property? If yes, identify the tanks locations, installation dates, and the types and quantities of materials stored. If the tanks were removed, indicate the removal date and whether the lead regulatory agency issued a closure certification notice. Yes □ No □ Unknown □

_____

_____

a) If above-ground or underground storage tanks are or were used on the property, was there ever a spill or release of hazardous substances associated with the tank system? If yes, indicate the date and nature of the spill or release. Yes □ No □ Unknown □

_____

_____

b) If a spill or release has occurred related to an onsite tank system, was it mitigated to the satisfaction of the lead regulatory agency? If no, describe further actions that must be undertaken to address the spill or release. Yes □ No □ N/A □ Unknown □

_____

_____

13. Are you aware of any hazardous substance or pollutant or contaminant spill or release, or other potential environmental problems on any **adjacent or nearby properties**? If yes, please describe (if known) the locations of the release, the type and quantities of materials involved, and the approximate dates. If known, also indicate the owner of the property where the release occurred. Yes □ No □ Unknown □

_____

_____

a) If there was a release of hazardous substances, petroleum products on any **adjacent or nearby properties** are you aware if the release was mitigated? Yes □ No □ N/A □ Unknown □

_____

_____

b) Are you aware of contamination or residual contamination on **adjacent or nearby properties** that poses a threat or may pose a future threat to the property? If yes, describe the threat or potential threat. Yes □ No □ Unknown □

_____

_____

c) Are you aware of any institutional controls, land use restrictions, long-term monitoring, or maintenance requirements in place on **adjacent or nearby properties** that affect the property? If yes, please describe and identify the adjacent or nearby property and the property owner. Yes □ No □ N/A □ Unknown □

_____

_____

C. Water and Wastewater

1. Does the property currently or has it ever been supplied by an onsite drinking water supply well? If yes, provide the well locations and construction dates. Yes □ No □ Unknown □

   a) Have contaminants ever been identified in the onsite drinking water well or the water system that exceeded acceptable levels? If yes, describe the contamination and indicate the dates, contaminant levels and the source of the contamination, if known. Yes □ No □ N/A □ Unknown □

   b) If an onsite drinking water well is no longer used, has it been properly abandoned according to applicable regulatory requirements? If yes, indicate the date the well was abandoned. Yes □ No □ N/A □ Unknown □

2. Has the property ever had an onsite wastewater treatment and disposal systems (e.g., septic systems or sewage lagoons). If yes, please describe of the system, including the locations, size, date constructed, and which buildings discharge to the system. Yes □ No □ Unknown □

   a) If the onsite wastewater treatment and disposal system is no longer used, has it been closed? If yes, describe method of closure and date closed. Yes □ No □ N/A □ Unknown □

3. Does the property have any monitoring wells? If yes, explain the purpose of the wells and provide the locations, dates of construction, and any analytical results. Yes □ No □ Unknown □

   a) If the monitoring wells are no longer used, were they properly abandoned according to applicable regulatory requirements? If yes, indicate the date the well was abandoned. Yes □ No □ N/A □ Unknown □

4. Does the property have surface water (e.g., pits, ponds, lagoons, rivers, creeks, or oceans)? If yes, describe the locations and type of surface water. Yes □ No □ Unknown □

   a) If the property has surface water, are you aware of any unnatural characteristics such as color, sheens, odors, or sterility? If yes, please describe and indicate whether the situation is new or pre-existing. Yes □ No □ N/A □Unknown □

5. Has the property ever discharged industrial or other wastewater (excluding storm water runoff or sanitary wastewater discharges from restrooms, kitchens, or other household-type uses) onto or adjacent to the property? If yes, describe the discharge and indicate the locations and dates. Yes □ No □ Unknown □

_____

_____

D. Compliance/Permits

1. Have there been any environmental permits or licenses issued for current or past operations associated with the property (e.g., air quality, water discharge, or landfills)? If yes, describe the permitted operations, indicate the permitting agency, date the permit was issued, and whether the permit is still effective.
Yes □ No □ Unknown □

_____

_____

2. Are you aware of any environmental liens against the property that were filed or recorded under Federal, Tribal, State or local law? If yes, describe the lien and indicate the date and effect on the current and future use of the property. Yes □ No □ Unknown □

_____

_____

3. Are you aware of any activity and land use limitations that are in place on the property or that were filed or recorded under Federal, Tribal, State or local environmental laws? If yes, describe the land use restrictions, identify the party that issued the restrictions and the date. Yes □ No □ Unknown □

_____

_____

4. Are you aware of any compliance or enforcement notices relating to past or current violations of environmental laws with respect to the property or any facility on the property? If yes, describe the violations and the dates involved. Yes □ No □ Unknown □

_____

_____

5. Are you aware if any environmental site assessment, or other environmental investigations, of the property, or any other property or site records ever indicated the presence of hazardous substances, petroleum products, or other potential environmental problems on the property? If yes, describe the report and findings.
Yes □ No □ Unknown □

_____

_____

6. Are you aware of any environmental site assessment, or other environmental investigations, of the property, or any other property or site records that recommended further assessment of the property? If yes, identify the report and indicate if the further assessment was done. Yes □ No □ Unknown □

_____

_____

7. Are you aware of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substances or petroleum products on the real property? If yes, describe the action and identify the party that is initiating the action. Yes □ No □ Unknown □

_____

_____

E. Other

1. Are you aware any past or current occurrences of anomalous vegetation (e.g., stressed or dead) on the property? If yes, indicate the locations and approximate dates. Yes □ No □ Unknown □

2. Are you aware of the presence of invasive or non-native plants on the property? If yes, please indicate the locations and names (e.g., kudzu, *Phragmites*, cheatgrass), if known, and approximate area covered by the plants. Yes □ No □ Unknown □

   a) If yes, has there been any attempt to remove or eradicate the invasive species? If yes, explain what was attempted and if it was successful? Yes □ No □ Unknown □

   b) Have any vegetative control programs (e.g., along transmission lines, fence lines, rights-of-ways, or pipelines) been done on the property? If yes, describe the program and types of activities. Yes □ No □ Unknown □

3. If not mentioned above, is there anything else that could indicate the presence of hazardous substances, petroleum products or other environmental conditions that may affect the property? Yes □ No □ Unknown □

INTERVIEWEE SIGNATURE:

INTERVIEWEE SIGNATURE	
INTERVIEWEE NAME	DATE

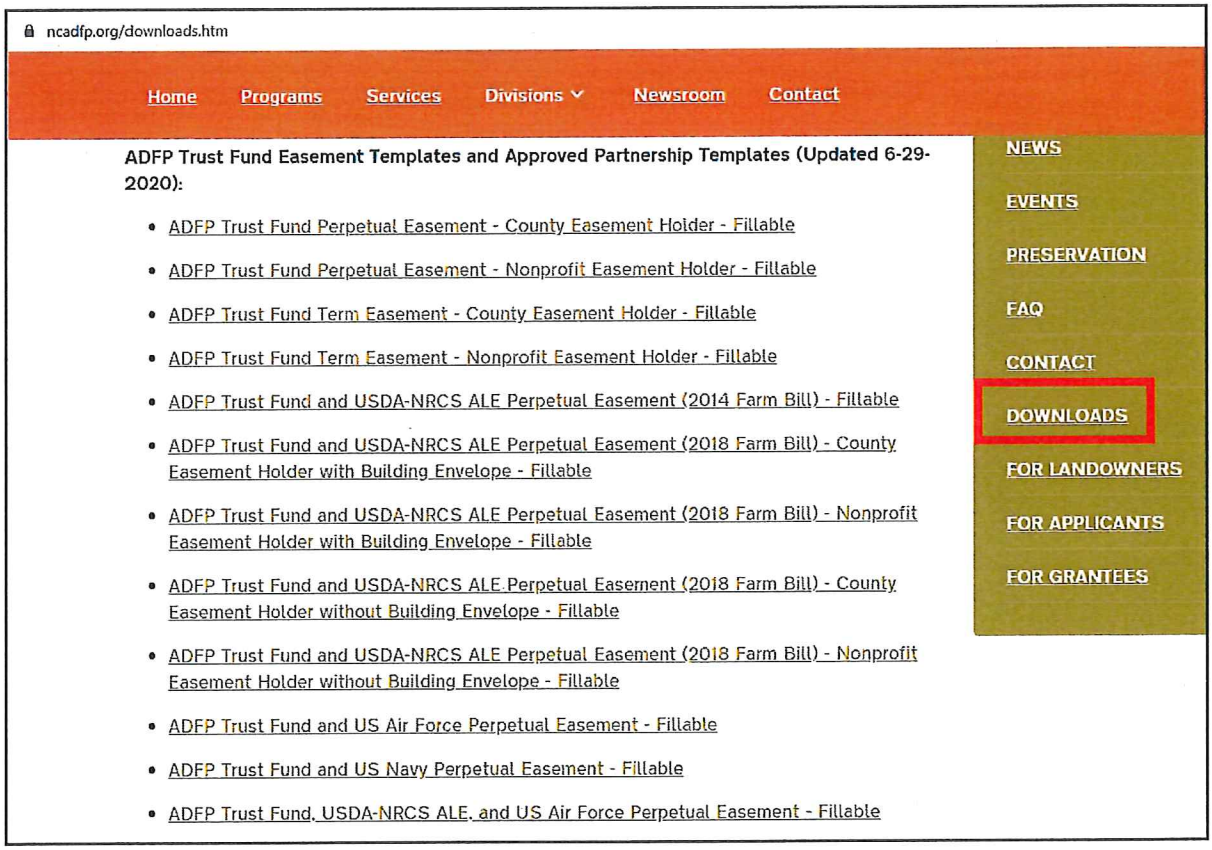
INTERVIEWER SIGNATURE:

INTERVIEWER SIGNATURE	OFFICIAL TITLE
INTERVIEWER NAME	DATE

Conservation Easement Content

Please visit our website to view and download the current version of the appropriate conservation easement template for this project. Please ensure you use the most recent version of the appropriate template.

1. Go to www.ncadfp.org
2. Click on the Downloads tab
3. Click on the appropriate template to download the most recent version



N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

***Grantees**: The Closing Agent **must** complete the Closing Agent Requirements for Easement Programs Form, State of North Carolina Substitute W-9 Form, and State of North Carolina Vendor Electronic Payment Form.*

*If a Grantee does not have a Closing Agent at the time of grant award contract execution, the future Closing Agent **must** complete the Closing Agent Requirements for Easement Programs Form, State of North Carolina Substitute W-9 Form, and State of North Carolina Vendor Electronic Payment Form at least **60 days** prior to a tentative conservation easement closing date.*

Due to the vendor registration requirements of the Office of State Controller, there are no exceptions to this 60-day policy.

N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

☐ NCADFPTF Easement
☐ NCADFPTF and USDA-NRCS ALE Easement
☐ NCADFPTF and US Air Force Easement
☐ NCADFPTF and US Navy Easement
☐ NCADFPTF, USDA-NRCS ALE, and US Air Force Easement

- For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below)**:**

_____

_____

_____, _____ _____

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

Eligible Entity/Grantee (name & address below):

_____

_____

_____, _____ _____

The closing agent must:

1. Acknowledge that he or she has up-to-date knowledge of the General Statutes of North Carolina pertaining to conducting real estate transactions and obtaining title clearance.

2. Certify that he or she is an attorney duly licensed to practice law in the State of North Carolina.

3. Certify that the title insurance company issuing the title commitment and final policy of title insurance is approved by the North Carolina Insurance Commissioner.

4. Provide all Parties evidence of liability insurance coverage or indemnification in an amount equal to or greater than the easement purchase value paid from State Funds for each NCADFPTF easement. Further, closing agent agrees to provide reimbursement to NCAD&CS for any loss of State funds caused by errors, omissions, fraud, dishonest, negligence, or failure by the attorneys, agents or closing agent employees to comply with written closing instructions.
    a. The American Land Title Association (ALTA) closing protection letter revised 4/2/2014 is satisfactory to meet this condition of responsibility.

5. Certify that he or she will not close on an easement purchase for his or her spouse, children, partners, or business associates, and that he or she does not have a financial interest in the real estate to be covered by the proposed easement.

6. Upon approval of the Grantee's submission of a Request for Payment form and an Easement Closing Check Request form, the NCADFPTF will submit the required documentation to the Grants and Contracts office to transmit the NCADFPTF portion of the purchase price for the acquisition (i.e.; State funds). The Request for Payment form, Easement Closing Check Request form, and all required documents must be submitted in one complete package to the NCADFPTF no later than 30 days before the proposed closing dates. The funds will be sent by electronic fund transfer (EFT) to closing agent's escrow account.
    a. Errors in the Grantee's forms and documents, or outdated State of North Carolina Substitute W-9 Form and State of North Carolina Vendor Electronic Payment Form for the Grantee or Closing Agent may cause delays in the EFT.

7. Agree to close the easement transaction within 30 calendar days of receipt of the State funds.

8. Acknowledge that costs to clear title defects are the responsibility of the landowner.

9. Return the easement funds and any accrued interest in accordance with NCADFPTF instructions if the conservation easement is not closed within 30 calendar days of receipt of the State funds.

10. Certify that he or she will:
    a. Examine the real estate records and certify title for a period of at least sixty years.
    b. Immediately prior to closing, examine the real estate records covering the time from the effective date of the title commitment to the date of closing to determine that no new encumbrances have been recorded against the subject property, no adverse change in title has occurred and that there are not intervening matters affecting the title that might result in a new title exception on the policy. Notify NCADFPTF of any such changes or matters that are discovered, and delay the closing, the recording of the deed, and the disbursement of funds pending consultation with NCDAFPTF.
    c. Obtain the property executed conservation easement deed from the landowner and any other required signatory parties.
    d. Comply with any listed title commitment requirements.
    e. Obtain and record as instructed the properly executed curative documents for any items required to be removed, released, subordinated, waived, or otherwise handled as required by the title commitment or proforma policy and closing instructions.
    f. Secure the policy of title insurance referred to below.
    g. Ensure all taxes, homeowners' assessments, etc. are current as of the date the conservation easement deed is recorded.
    h. Record the conservation easement deed within 2 business days of execution.
    i. Complete Internal Review Service (IRS) tax reporting Form 1099 for the full easement compensation amount, as identified in the conservation easement deed.

11. Immediately following closing, issue policies of title insurance free and clear of any and all encumbrances (exceptions) to the title except those that NCADFPTF, have determined to be acceptable. ***See attached NCDAFPTF title requirements.***

12. Certify that the following package will be delivered within five (5) business days of receipt of recorded documents form the local land records office to NCADFPTF:
    a. Policy of title insurance (original and one copy) on the appropriate form.
    b. Recorder's certified copy of the recorded conservation easement deed and a recording receipt.
    c. Recorder's certified copies of any curative documents, including subordination agreements.
    d. Original and one copy of executed settlement statements.
    e. Record of disbursement of funds to the landowner.

13. Acknowledge receipt and agree to comply with the terms of these requirements by promptly signing and returning a signed copy of these closing agent requirements to NCADFPTF.

14. Provide a complete State of North Carolina Substitute W-9 Form and State of North Carolina Vendor Electronic Payment Form with this document.
    a. Per the Office of State Controller, the State of North Carolina Substitute W-9 Form and State of North Carolina Vendor Electronic Payment Form must be dated within one year prior to transmitting funds to the closing agent's escrow account. Updated forms must be submitted before requesting funds.

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

By signing this "Closing Agent Requirements for Easement Programs", I am certifying that I meet the requirements set forth herein, which ensure that the State funds received for the purchase of the subject easement are handled in a manner that protects the interest of the State of North Carolina.

_____ _____

Signature of Closing Agent Date

_____

Name of Closing Agent

By signing this "Closing Agent Requirements for Easement Programs", I concur with the closing agent's qualifications.

_____ _____

Signature of Grantee Representative Date

_____

Name and Title of Grantee Representative

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Closing Agent Requirements for Easement Programs

NCADFPTF Title Insurance Requirements

Landowner:

Contract No.:

Title Company:

Title Commitment No.:

Title Commitment Date:

1. All Requirements listed in Schedule B – Part I of the title commitment must be met.

2. All taxes, homeowner assessments, etc. must be paid to the date the Agricultural Land Easement is recorded.

3. Exception 6 must be revised "Terms and conditions of those restrictions, conditions and obligations as set forth in instrument recorded in Book _____, Page _____, _____ County Registry that limit and/or restrict the rights of the Grantee."

4. All other Exceptions listed in Schedule B – Part II are acceptable.

Office of the State Controller
Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov
Telephone: 919-707-0795

Vendor Electronic Payment Form

☐ New Add Request
☐ Change/Update Existing Account
☐ Inactivate Existing Account

***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a bank authorization letter on bank letterhead signed by a bank representative for account verification.

***TAX ID # or SSN**

***PAYEE NAME**

***REMITTANCE ADDRESS**
(AS PRINTED ON YOUR INVOICE)

STREET | SUITE/ROOM #

CITY | STATE | ZIP CODE

***CONTACT**

NAME & TITLE | PHONE NUMBER

NEW FINANCIAL INFORMATION

***FINANCIAL INSTITUTION NAME:**	
***NAME ON ACCOUNT:**	
***NEW ROUTING NUMBER:**	
***NEW ACCOUNT NUMBER:**	
***ACCT TYPE:**	☐ Checking ☐ Savings
***REMIT E-MAIL ADDRESS**	

New add requests MUST include contact information for the state agency with which you are doing business.

***North Carolina Agency Name:**	***North Carolina Agency Contact Name:**
***North Carolina Agency Contact Email Address:**	***North Carolina Agency Contact Phone Number:**

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:	
NAME ON ACCOUNT:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	
ACCT TYPE:	☐ Checking ☐ Savings
REMIT E-MAIL ADDRESS	

*	**ALL BOXES BELOW MUST BE REVIEWED AND CHECKED**
☐	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
☐	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
☐	I have attached a copy of a **current** voided check, current bank statement, or a bank authorization letter on bank letterhead signed by a bank representative.

***PRINT NAME:**	***DATE:**
***SIGNATURE:**	***PHONE NUMBER:**

Instructions

*** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:

   - New Add Request – Vendor would like to begin receiving payments via ACH.
   - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.

2. *Enter the vendor's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name – The name of the person or business receiving payment.

4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the vendor's contact name, title, and phone number.

6. *Enter the vendor's financial information:

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - North Carolina State Agency Name – The state agency the vendor is doing business with.
   - North Carolina State Agency Contact Name – The vendor's contact person name at the state agency.
   - North Carolina State Agency Contact Email Address – The contact person's email address at the state agency.
   - North Carolina State Agency Contact Phone Number – The contact person's phone number at the state agency.

   NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name – Name of the prior financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the prior financial institution.
   - Account Number – The bank account number where the funds were being deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices were being sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**

10. *Print Name – Print the name of the authorized signee on the form.
    *Date – Date of signature.
    *Signature – The authorized signee's signature.
    *Phone Number – The authorized signee's phone number.

Return to: OSC Support Services Center
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. Legal Name (as shown on your income tax return):

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

Contact Information

*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	City State Zip (9 digit)
*County	County

*8. Contact Name:	
*9. Phone Number:	
10. Fax Number:	
11. Email Address:	

*12. Entity Type

☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation

☐ Partnership ☐ Trust/Estate ☐ Other_____

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

*13. Entity Classification

☐ Medical Services
☐ Legal/Attorney Services
☐ NC Local Govt
☐ Federal Govt
☐ NC State Agency
☐ Other Govt
☐ Other (specify)

14. Exemptions (see instructions)

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the "Modification to Existing Vendor Records" section below If there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the vendor.	**STATE OF NORTH CAROLINA** **SUBSTITUTE W-9 FORM** **Modification to Existing Vendor Records**	

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

CHANGE TO: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

---

Section 2:

* **CHANGE FROM: SSN, or EIN, or ITIN**	* **CHANGE TO: SSN, or EIN, or ITIN**
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	**(PRESS THE TAB KEY TO ENTER EACH NUMBER)**

Section 3:

CHANGE FROM: Vendor Name	**CHANGE TO: Vendor Name**
***Legal Name:**	***Legal Name:**
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	**Business Name/DBA/Disregarded Entity Name, if different from Legal Name:**

***Printed Name:**		***Printed Title:**	
***Authorized U.S. Signature:**			* **Date:**

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Dunn and Bradstreet Universal Numbering System (DUNS). Vendors are requested to enter their DUNS number, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**, if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

aN.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Conservation Easement Monitoring Policy and Guidelines

I. Purpose

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will "hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions," in accordance with Administrative Code 09 NCAC 03M "Uniform Administration of State Grants" and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the easement. Monitoring is necessary to make certain the easements are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund), grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744), and landowner.

II. Definition of Agricultural Conservation Easements

According to N.C.G.S. 106-744, an "agricultural conservation easement" means a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability. Agricultural conservation easements may be perpetual or term-limited in duration. The agricultural conservation easement may permit the creation of not more than three lots that meet applicable county zoning and subdivision regulations, provided it is allowed in the original recorded easement.

III. Involved Parties

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for purchasing conservation easements. The ADFP Trust Fund has full-time staff administratively located in Raleigh, North Carolina. Part-time field staff members are located remotely throughout the state. The ADFP Trust Fund Document Specialist is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. Field staff members will conduct on-site monitoring, unless otherwise directed by the Document Specialist.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations. Grantees are the first point of contact for monitoring conservation easements and discussing potential violations of contracts and/or recorded easements. **Grantees are required to monitor the easement at least once a year and complete annual monitoring reports for the length of the term of the easement.**

Landowners will work with grantees to ensure compliance with the terms and conditions of conservation easements and will be notified of site visits by the grantee.

IV. ADFP Trust Fund Monitoring Roles and Responsibilities

The ADFP Trust Fund monitoring methods include but are not limited to:

- Site visit: ADFP Trust Fund staff will make every effort to coordinate site visits with the grantee's monitoring schedule. ADFP Trust Fund staff will physically visit the easement. ADFP Trust Fund staff will notify grantee and seek permission from landowner. The use of unmanned aerial vehicles (UAVs), or drones, can supplement, but not replace in-person site visits.
- In-office: ADFP Trust Fund staff will review grantee monitoring reports and verify information.

Site visit protocol for ADFP Trust Fund staff:

- Contact grantee about site visit. Site visits will be coordinated to the extent possible with the grantee's annual monitoring visit schedule.
- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Ensure landowner has been notified of site visit.
- Site visit can be conducted on foot or by vehicle.
- Compile documentation, including, but not limited to, photographs and data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement."
- Complete "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" if necessary.
- Site visit will occur every three (3) years, unless otherwise directed.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Review the most current aerial photography data available (e.g. GIS via Multi-Hazard Threat Database (MHTD), Google Earth, etc.).
- Complete "ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement."
- Complete "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" if necessary.
- In-office monitoring will be completed in the years when site visits do not occur.

Incident report protocol for ADFP Trust Fund staff:

- The "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" must be filed if a grantee reports a violation or if ADFP Trust Fund staff discovers a violation during a site visit or in-office monitoring.
- The completed "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" will be submitted to the Program Director for review, investigation, and/or corrective action.
- If necessary, the Program Director will meet with funding partners to discuss the findings of the "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement."
- If corrective action is warranted by the grantee, a conference call or meeting will be scheduled to discuss the "ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement" and results of the initial review by the Program Director.
- If a violation has occurred, the grantee shall submit a Plan of Corrective Action to the ADFP Trust Fund Staff within 30 days of the conference call or meeting. The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the project back in compliance. The ADFP Trust Fund staff will work with grantee for correction.
- The appropriate NCDA&CS staff will formally notify grantee in writing of violation or potential violation.
- If it is determined that a violation has occurred, a site visit will occur the subsequent year. The monitoring schedule (site visit, in-office, site visit) will be reset each time a violation occurs.

V. Grantee Monitoring Responsibilities and Expectations

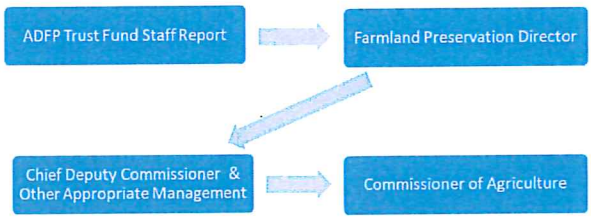
After the approval of final budget and progress reports and the closeout of the contract, Grantees will complete and submit the online "Grantee Monitoring Report – Perpetual or Term Easement" to ADFP Trust Fund office annually on or before December 31. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed through NC ADFP Trust Fund's website. Grantees should navigate to https://ncadfp.org/, then click on the "Downloads" tab. The portal is at the bottom of the "Downloads" tab and is labeled "Grantees: Click Here to Access the ADFP Trust Fund Grantee Monitoring Report Submission Portal." Grantees will be required to create a Formsite account to access the report portal. Grantees should follow the prompts in the online portal to complete and submit their report.

Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the easement and the grant contract.

In January, ADFP Trust Fund staff will coordinate to the extent possible with the grantee's annual monitoring visit schedule for easements due for a site visit. Grantees are encouraged to submit tentative site visit schedule to ADFP Trust Fund office ninety (90) days prior to first scheduled site visit. As subsequent site visits are scheduled throughout the year by the grantee, the ADFP Trust Fund office will be notified in a timely manner of site visits due for that calendar year.

VI. Additional Guidance and Reference – Dispute Resolutions

For issues in dispute, the ADFP Trust Fund Staff will report such differences to the Farmland Preservation Director. If the Farmland Preservation Director is unable to find a resolution, the Director will review with the appropriate NCDA&CS management for assistance and instruction, e.g. Office of the General Counsel, Chief Deputy Commissioner, and Commissioner of Agriculture. See chart below.



ADFP Trust Fund Staff are to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Classification.

VII. Monitoring Documents

The following documents will be used for the monitoring of conservation easements:

- Grantee Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Incident Report – Perpetual or Term Easement

VIII. Document Filing, Retention, and Disposal

All completed reports, including maps from GIS and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. The North Carolina State Property Office, Land Asset Maintenance database (http://www.ncspo.com/fis/dbLandAsset.aspx) lists all ADFP Trust Fund funded easements. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed pursuant to the ADFP Trust Fund records retention schedule.

OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this _18th___ day of December, 2020 by and between Timothy A. Midyette, ("Seller"); and the Beaufort Soil and Water Conservation District ("Buyer").

RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:	BUYER:
Timothy A. Midyette P. O. Box 181, Bath, NC 27808	Beaufort Soil and Water Conservation District 155C Airport Road, Washington, NC 27889

B. Property legal description as described at Register of Deeds (County Deed Book and Page) and as shown on the proposed conservation easement map on page 6 of this Option.

County	Deed Book and Page	Parcel Identification Number (PIN)
Beaufort	Bk 1890 Pg 433 Bk 1295 Pg 549	6664-43-0580 & 6664-96-4506 6654-65-4192

C. It is the intention of both the Seller and Buyer that +/- 263 acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statue 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- 263 acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and other funding partner agencies such as USDA or military.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Seller hereby voluntarily grants and conveys to the Buyer, and the Buyer hereby voluntarily accepts the exclusive and irrevocable option to Purchase a Conservation Easement on +/- 263 acres on the Property.
This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement** as described in this contract and at www.ncadfp.org with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- 263 acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell or contract to sell the Property or do any other act which might hinder the property's ability to enter the

Conservation Easements.

12. **RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written option or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.

b. Condition of Property. Seller is not aware of any facts that would have adverse effect on the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.

c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.

d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.

e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.

f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

14. **NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the

addresses listed for each party in Paragraph A of the Recitals above.

15. **LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.**

a. a. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder. Damages may include reasonable expenditures performed on behalf of Seller in good faith to fulfill the Option. These include but not limited to travel, administrative, surveying, legal and specialized service fees, appraisals, documentations and reports pertaining to conservation easement implementation associated with the Option.

b. Other remedies. In addition to any other remedy specifically set forth in this Option, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

16. **BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

17. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

18. **NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

19. **MISCELLANEOUS.**

a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and experts' costs and fees.

d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.

e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

SELLER:

Printed Name: Timothy A Macklyette

Signature: _____ **Date:** 12-18-2020

SEAL-STAMP	**NORTH CAROLINA,** Beaufort **County**
ANGELA R PITTS Notary Public Beaufort County, North Carolina My Commission Expires May 21, 2022	The undersigned, a Notary Public for said County and State, does hereby certify that Timothy A. Macklyette personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on December 18, 2020 Angela R Pitts Notary Public My commission expires: 5-21-22

BUYER:

Printed Name: James Allen

Signature: _____ **Date:** 12-18-20

SEAL-STAMP	**NORTH CAROLINA,** Beaufort **County**
ANGELA R PITTS Notary Public Beaufort County, North Carolina My Commission Expires May 21, 2022	The undersigned, a Notary Public for said County and State, does hereby certify that James Allen, as Chairman Beaufort (official title) of Beaufort Soil and Water personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on December 18, 2020 Angela R Pitts Notary Public My commission expires: 5-21-22

Conservation Easement Option Map:
Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

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

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

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

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

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

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

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

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

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

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

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

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

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

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have

access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

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

Miscellaneous

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

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

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

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

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

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

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

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

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

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their 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 contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

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

_____ _____

_____ _____

_____ _____

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: _____
Contract Number: _____ Amendment Number: _____
Grantee Name: _____
TAX ID Number: _____
Fiscal Year Ends: _____

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.

2. Current project timeline: Begin _____ End _____

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)

4. The Grantee's WEB URL: _____

5. * Grantee County of Residence: _____ Congressional District#: _____
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: ☐ Yes ☐ No County Name: _____
Statewide: ☐ Yes ☐ No
Regional: ☐ Yes ☐ No

7. If the answer to question number 6 is more than one county or "Regional", list the counties receiving benefit.

_____
_____
_____
_____
_____

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: List only county or counties in which funding will be spent and/or food commodities will be received.

Signature Card

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)	
Board Chair, Executive Director, etc.	**Financial Representative, Treasurer, etc.**
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Attachment F

REV 01/2019

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
*Denotes a Required Field

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

*1. ☐ Social Security Number (SSN),
OR
☐ Employer Identification Number (EIN),
OR
☐ Individual Taxpayer Identification Number (ITIN)

*2.

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.

*4. Legal Name (as shown on your income tax return):

5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

3. Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Contact Information

*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)
*Address Line 1:	Address Line 1:
Address Line 2:	Address Line 2:
*City *State *Zip (9 digit)	City State Zip (9 digit)
*County	County

*8. Contact Name:	
*9. Phone Number:	
10. Fax Number:	
11. Email Address:	

*12. Entity Type

☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation

☐ Partnership ☐ Trust/Estate ☐ Other_____

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

*13. Entity Classification

☐ Medical Services
☐ Legal/Attorney Services
☐ NC Local Govt
☐ Federal Govt
☐ NC State Agency
☐ Other Govt
☐ Other (specify)

14. Exemptions (see instructions)

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/):

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

Please complete the "Modification to Existing Vendor Records" section below If there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the vendor.	**STATE OF NORTH CAROLINA** **SUBSTITUTE W-9 FORM** **Modification to Existing Vendor Records**	

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

CHANGE TO: Remittance Address		
*Address Line 1:		
Address Line 2:		
*City	*State	*Zip (9 digit)
*County		

NOTE: If you would like to receive your payments electronically, please complete the Vendor Electronic Payment Form

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Section 2:

* CHANGE FROM: SSN, or EIN, or ITIN	* CHANGE TO: SSN, or EIN, or ITIN
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Section 3:

CHANGE FROM: Vendor Name	**CHANGE TO: Vendor Name**
*Legal Name:	*Legal Name:
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:			* Date:

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Dunn and Bradstreet Universal Numbering System (DUNS). Vendors are requested to enter their DUNS number, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**, if applicable.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Attachment G

Office of the State Controller
Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov
Telephone: 919-707-0795

Vendor Electronic Payment Form

☐ New Add Request
☐ Change/Update Existing Account
☐ Inactivate Existing Account

***Denotes a required field**

The State of North Carolina offers payees the opportunity to receive payments electronically through U.S. based banks. In addition to having the funds deposited electronically, you will also receive remittance information by e-mail.

We require you to submit a copy of a voided check, bank statement, or a letter from your bank for account verification.

***TAX ID # or SSN**

***PAYEE NAME**

***REMITTANCE ADDRESS**
(AS PRINTED ON YOUR INVOICE)

STREET | SUITE/ROOM #

CITY | STATE | ZIP CODE

***CONTACT**

NAME & TITLE | PHONE NUMBER

NEW FINANCIAL INFORMATION

***FINANCIAL INSTITUTION NAME:**	
***NAME ON ACCOUNT:**	
***NEW ROUTING NUMBER:**	
***NEW ACCOUNT NUMBER:**	
***ACCT TYPE:**	☐ Checking ☐ Savings
***REMIT E-MAIL ADDRESS**	

New add requests MUST include contact information for the state agency with which you are doing business.

***Agency Name:**	***Agency Contact Name:**
***Agency Contact Email Address:**	***Agency Contact Phone Number:**

PRIOR FINANCIAL INFORMATION (only required for updates)

FINANCIAL INSTITUTION NAME:	
NAME ON ACCOUNT:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	
ACCT TYPE:	☐ Checking ☐ Savings
REMIT E-MAIL ADDRESS	

*	**ALL BOXES BELOW MUST BE REVIEWED AND CHECKED**
☐	I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, and the requirements of the Office of Foreign Assets Control (OFAC). I affirm the entire amount of the payment will not be transferred to a foreign bank account.
☐	I authorize the Office of the State Controller to initiate ACH payments, and if necessary, adjustments for any ACH payments in error, to the financial institution and account identified on the attached certification document. This authority will remain in effect until I, the vendor, cancel it in writing or the authority is terminated by the NC Office of the State Controller.
☐	I have attached a copy of a **current** voided check, current bank statement or included a bank letter on bank letterhead.

***PRINT NAME:**	***DATE:**
***SIGNATURE:**	***PHONE NUMBER:**

Instructions *** Denotes a required field on the form**

1. *Check the appropriate box at the top of the form:

   - New Add Request – Vendor would like to begin receiving payments via ACH.
   - Change/Update Existing Account – Vendor's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account – Vendor no longer wants to receive payments via ACH.

2. *Enter the vendor's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name – The name of the person or business receiving payment.

4. *Enter the vendor's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the vendor's contact name, title, and phone number.

6. *Enter the vendor's financial information:

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - Agency Name – The state agency the vendor is doing business with.
   - Agency Contact Name – The vendor's contact person name at the state agency.
   - Agency Contact Email Address – The contact person's email address at the state agency.
   - Agency Contact Phone Number – The contact person's phone number at the state agency.

   NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

8. Prior Financial Information – this is required if the vendor's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name – Name of the financial institution.
   - Name on Account – The account owner's name.
   - Routing Number – Nine-digit number identifying the financial institution.
   - Account Number – The bank account number where the funds should be deposited.
   - Account Type – Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked – **otherwise the form will not be processed.**

10. *Print Name – Print the name of the authorized signee on the form.
    *Date – Date of signature.
    *Signature – The authorized signee's signature.
    *Phone Number – The authorized signee's phone number.

Return to: OSC Support Services Center
Address:
1410 Mail Service Center
Raleigh, NC 27699-1410
Email: osc.support.services@osc.nc.gov

Please allow up to 30 days for processing.

ADDENDUM 6

Untimely Appeal, Myrtle Jalaber

From: Myrtle Jalaber
To: Courtaney Binnie
Subject: Property Tax Bill - Bill Number 9533829 - Myrtle Jalaber
Date: Friday, October 15, 2021 3:26:52 PM
Attachments: Bill of Sale.pdf
Boat Storage Receipts.pdf

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.

Hi Courtaney,

Per our conversation earlier this week, please find attached my bill of sale to establish boat value at time of purchase. This a hurricane damaged boat that was bought as is. It has a non-working engine, non-working electrical, a leaking deck with rotted teak and dilapidated interior due to leaks. It is not navigable or seaworthy.

The boat has been in **dry storage** at Captain Sam's Boatyard (now purchased by McCotters Marina) since it was purchased in 2011 - for the past 10 years. You will find attached, also, receipts from the boatyard representing each year the boat has been there from 2011 - present.

The problem with my property tax bill began in 2017 when I noticed a significant difference in the bill and called the Assessor's office. I was assured at that time that the bill had been corrected and a revised bill was sent. Nevertheless, I've still had to call the Assessor's office for a revised bill each year since then.

If your office would please update the assessment definitively and correctly? I am happy to supply any additional information you need, however, I must admit that it is quite an inconvenience to have to go through this each year.

Thank you for your help.

Myrtle Jalaber
704-475-1138

HYANNIS MARINA

1 Willow Street, Hyannis, MA 02601 ~ Tel: (508) 790-4000 ~ Fax: (508) 775-0851
Email: info@hyannismarina.com

BROKERAGE AGREEMENT
OFFER TO PURCHASE AND DEPOSIT RECEIPT

I (We), MYRTLE JALABERT & BENOIT JALABERT 10913 LEYTON PLACE CHARLOTTE NC 28227

Offer to purchase the boat 1980 KALIK 44' OFFSHORE CRUISER # 642943

For the sum of $ 20,000 hereby which includes the Hyannis marina brokerage commission. I am making a deposit on the above boat as inspected, as is, no warranty expressed or implied. The boat is guaranteed by the Seller to be free and clear of all liens and encumbrances, and is subject to be surveyed by my agent. Other conditions are as follows:

MB IS, WHERE IS

I (We) agree to pay for survey expenses incurred, including hauling if necessary, and if boat fails to pass survey, I understand my deposit will be refunded as soon as these survey expenses are paid. I also understand that Hyannis Marina has offered me this boat and details on her good faith, but cannot guarantee the accuracy of such information and will instruct my agents to check such details as I desire validated. I understand that if this offer is accepted by the Owner and the survey is satisfactory, I may have possession of the boat as soon as payment has been made in full by certified funds, except as noted here:

It is understood that Hyannis Marina does not own or have title to this boat. Hyannis Marina is acting as the boat broker only. **Hyannis Marina has not made and does not make any representation or warranty whatsoever, either express or implied.** Furthermore, Hyannis Marina is not making any representation as to condition of the boat regardless of any involvement Hyannis Marina may now have or previously had with the boat, including service, surveys, etc.

Date 10/27/2011 Signed _____ (Purchaser)

Date 10/27/11 Signed _____ (Broker)

I (We) NANCY D KOMENDA JEFFREY F. KOMENDA, owners or owners agents for the above described vessel, accept this offer under the above described conditions, provided that such survey and final approval shall be accepted before __ days after this date. I (We) agree to pay Hyannis Marina the standard brokerage commission or have accepted a net amount upon completion of this sale, and it is further agreed that in the event of the above mentioned purchaser should consummate a sale on the above mentioned vessel, other than through Hyannis Marina's office. I shall protect Hyannis Marina for full commission. I agree to deliver this vessel to Hyannis marina or to: _____

Date 10/27/11 Signed _____
Owner / Seller or Owner's Agent

OMB APPROVED 1625-0027
EXPIRATION DATE:

U.S. DEPARTMENT OF HOMELAND SECURITY
U.S. COAST GUARD
CG-1340 (REV. 06/04)

BILL OF SALE

THIS SECTION FOR COAST GUARD USE ONLY

1. VESSEL NAME
Nisku

2. OFFICIAL NUMBER OR HULL ID NUMBER
642943

3. NAME(S) AND ADDRESS(ES) OF SELLERS:

Nancy D Komenda, 31 Babbling Brook Road, Centerville, MA 02632
Jeffrey F. Komenda, 31 Babbling Brook Road, Centerville, MA 02632

RECORDED:

BOOK: PAGE:

PORT (IF NOT FILING PORT)

3A. TOTAL INTEREST OWNED (IF LESS THAN 100%) %

DOCUMENTATION OFFICER

4. NAME(S) AND ADDRESS(ES) OF BUYER(S) AND INTEREST TRANSFERRED TO EACH:

MYRTLE JALABER & BENOIT JALABER
10913 LEYTON PLACE
CHARLOTTE, NC 28227

4A. TOTAL INTEREST TRANSFERRED (100% UNLESS OTHERWISE SPECIFIED) 100 %

4B. MANNER OF OWNERSHIP. UNLESS OTHERWISE STATED HEREIN, THIS BILL OF SALE CREATES A TENANCY IN COMMON, WITH EACH TENANT OWNING AN EQUAL UNDIVIDED INTEREST. CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

☑ JOINT TENANCY WITH RIGHT OF SURVIVORSHIP ☐ TENANCY BY THE ENTIRETIES ☐ COMMUNITY PROPERTY

☐ OTHER (DESCRIBE)

5. CONSIDERATION RECEIVED: $20,000.00 (TWENTY THOUSAND DOLLARS AND ZERO CENTS AS FAIR MARKET IS

(ONE DOLLAR AND OTHER VALUABLE CONSIDERATION UNLESS OTHERWISE STATED)

6. I (WE) DO HEREBY SELL TO THE BUYER(S) NAMED ABOVE, THE RIGHT, TITLE AND INTEREST IDENTIFIED IN BLOCK 4 OF THIS BILL OF SALE, IN THE PROPORTION SPECIFIED HEREIN.

VESSEL IS SOLD FREE AND CLEAR OF ALL LIENS, MORTGAGES, AND OTHER ENCUMBRANCES OF ANY KIND AND NATURE, EXCEPT AS STATED ON THE REVERSE HEREOF. VESSEL IS SOLD TOGETHER WITH AN EQUAL INTEREST IN THE MASTS, BOWSPRIT, SAILS, BOATS, ANCHORS, CABLES, TACKLE, FURNITURE, AND ALL OTHER NECESSARIES THERETO APPERTAINING AND BELONGING, EXCEPT AS STATED ON THE REVERSE HEREOF.

7. SIGNATURES OF SELLER(S) OR PERSON(S) SIGNING ON BEHALF OF SELLER(S).

8. DATE SIGNED

9. NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G., OWNER, AGENT, TRUSTEE, EXECUTOR)

10. ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATHS.)

ON _____ (DATE) THE PERSON(S) NAMED IN SECTION 9 ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSE THEREIN CONTAINED.

STATE: _____

COUNTY: _____

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

PHILIP MICHAEL BOUDREAU
Notary Public
Commonwealth of Massachusetts
My Commission Expires JANUARY 12, 2018

PREVIOUS EDITION OBSOLETE

SN 7530-00-F01-1020

REVERSE OF CG-1340 (REV. 06/04)

(COMPLETE THIS SECTION ONLY IF VESSEL HAS NEVER BEEN DOCUMENTED AND DOES NOT HAVE A HULL IDENTIFICATION NUMBER.)

VESSEL DATA

A. BUILDER

B. BUILDER'S HULL NUMBER

C. FORMER NAME(S)

D. FORMER MOTORBOAT NUMBERS

E. FORMER ALIEN REGISTRATIONS

F. DIMENSIONS: L= B= D=

G. PERSON FROM WHOM SELLER OBTAINED VESSEL

SIGNATURE OF SELLER

WARRANTIES/APPURTENANCES/LIMITATIONS/EXCEPTIONS

INSTRUCTIONS

1. INDICATE CURRENT DOCUMENTED NAME. (IF VESSEL HAS NEVER BEEN DOCUMENTED SELLER MUST COMPLETE AND SIGN DATA SECTION ABOVE.)
2. INDICATE OFFICIAL NUMBER AWARDED TO VESSEL OR HULL IDENTIFICATION NUMBER ASSIGNED BY MANUFACTURER. (IF THE VESSEL HAS NO HULL IDENTIFICATION NUMBER AND HAS NEVER BEEN DOCUMENTED, SELLER MUST COMPLETE AND SIGN THE VESSEL DATA SECTION ABOVE.)
3. INSERT NAMES AND ADDRESSES OF ALL PERSONS SELLING VESSEL, ALONG WITH TOTAL INTEREST OWNED BY THOSE PERSON.S IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE SELLERS.
3A. SELF-EXPLANATORY.
4. INSERT NAMES AND ADDRESSES OF ALL BUYERS, ALONG WITH THE INTEREST TRANSFERRED TO EACH. IF THERE IS MORE THAN ONE BUYER AND NO DIVISION OF INTEREST IS SHOWN, THIS BILL OF SALE WILL RESULT IN EACH BUYER HOLDING AN EQUAL INTEREST. (IF MORE ROOM IS NEEDED, AN ATTACHMENT MAY BE MADE SHOWING THE ADDRESSES OF THE BUYERS.)
4A. SELF-EXPLANATORY.
4B. CHECK ONE OF THE BLOCKS TO CREATE A FORM OF OWNERSHIP OTHER THAN A TENANCY IN COMMON. IF "OTHER" IS CHECKED, THE FORM OF OWNERSHIP MUST BE DESCRIBED.
5. OPTIONAL IF THE AMOUNT PAID FOR THE VESSEL IS INSERTED, IT WILL BE NOTED ON THE VESSEL'S GENERAL INDEX.
6. SELF-EXPLANATORY. USE "REMARKS" SECTION ABOVE IF VESSEL IS NOT SOLD FREE AND CLEAR, OR TO LIST VESSEL APPURTENANCES WHICH ARE NOT SOLD WITH THE VESSEL.
7. SELF-EXPLANATORY.
8. SHOW THE DATE ON WHICH THE INSTRUMENT IS SIGNED.
9. IN ADDITION TO THE PRINTED OR TYPED NAME OF THE SIGNER, SHOW WHETHER THAT PERSON WAS ACTING AS AN OWNER, AS AN AGENT FOR AN OWNER, AS TRUSTEE, AS THE PERSONAL REPRESENTATIVE OR EXECUTOR OF AN ESTATE, OR OTHER CAPACITY WHICH ENTITLED THAT PERSON TO SIGN THE BILL OF SALE.
10. ANY ACKNOWLEDGMENT IN SUBSTANTIAL COMPLIANCE WITH THE LAW OF THE STATE WHERE TAKEN MAY BE ATTACHED TO THIS INSTRUMENT IN LIEU OF THE PREPRINTED ACKNOWLEDGMENT.

PRIVACY ACT STATEMENT

IN ACCORDANCE WITH 5 USC 552(A), THE FOLLOWING INFORMATION IS PROVIDED TO YOU WHEN SUPPLYING PERSONAL INFORMATION TO THE U.S. COAST GUARD.

1. AUTHORITY. SOLICITATION OF THIS INFORMATION IS AUTHORIZED BY 46 USC, CHAPTER 313 AND 46 CFR, PART 67.

2. THE PRINCIPAL PURPOSES FOR WHICH THIS INSTRUMENT IS TO BE USED ARE:

(A) TO PROVIDE A RECORD, AVAILABLE FOR PUBLIC INSPECTION AND COPYING, OF THE SALE OR OTHER CHANGE IN OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 USC, CHAPTER 121.
(B) PLACEMENT OF THIS INSTRUMENT IN A BOOK FOR EXAMINATION BY GOVERNMENTAL AUTHORITIES AND MEMBERS OF THE GENERAL PUBLIC.

3. THE ROUTINE USE WHICH MAY BE MADE OF THIS INFORMATION INCLUDES DEVELOPMENT OF STATISTICAL DATA CONCERNING DOCUMENTED VESSELS.

4. DISCLOSURE OF THE INFORMATION REQUESTED ON THIS FORM IS VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE INFORMATION COULD PRECLUDE FILING OF A BILL OF SALE AND DOCUMENTATION OF THE VESSEL NAMED HEREIN PURSUANT TO 46 USC, CHAPTER 121. MOREOVER, BILLS OF SALE WHICH ARE NOT FILED ARE NOT DEEMED TO BE VALID AGAINST ANY PERSON EXCEPT THE GRANTOR OR A PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE. (46 USC 31321(A)).

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR MAKE SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419. OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027). WASHINGTON, DC 20503.

Attachment

STATE: Massachusetts

COUNTY: Barnstable

On October 14, 2011 the person(s) named in Section 9 above acknowledged execution of the foregoing instrument in their stated capacity (ies) for the purpose therein contained.

Notary Public: Deborah Thyrren

My Commission Expires: February 4, 2016

CAPTAIN SAM'S BOATYARD
300 McCOTTERS MARINA RD.
WASHINGTON, N.C. 27889
captainsam1@Suddenlink.net
252-975-2046

BILL TO

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

Invoice

DATE	INVOICE #
2/8/2012	6058

TER...	Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Storage	Storage from 1-11-12 to 2-11-12	1	264.00	264.00
	Sales Tax		6.75%	0.00

INVOICES SHOULD BE REVIEWED & PAID BEFORE LAUNCH

Total $264.00

A finance charge of 1-1/2% per month will be added to accounts 30 days past due. If this account is turned over to an attorney for collection, debtor shall pay reasonable attorney's fees in an amount not to exceed limits established by N.C. law.

Captain Sams Boat Yard
300 McCotters Marina Rd
Washington, NC 27889

Statement

Date
1/30/2013

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

Amount Due	Amount Enc.
$0.00	

Date	Transaction	Amount	Balance
10/31/2012	Balance forward		773.00
11/11/2012	INV #6561. 10-21 / 11-21-12	264.00	1,037.00
11/26/2012	PMT #2027.	-773.00	264.00
12/19/2012	PMT #2032.	-264.00	0.00
01/03/2013	INV #6652. 11-21 / 2-21-13	660.00	660.00
01/30/2013	PMT #2040. pd quarter	-660.00	0.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	0.00	$0.00

Statement

Captain Sams Boat Yard
300 McCotters Marina Rd
Washington, NC 27889

Date
1/16/2015

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

Amount Due	Amount Enc.
$660.00	

Date	Transaction	Amount	Balance
10/31/2014	Balance forward		0.00
01/16/2015	INV #8043. 11-21-14 / 2-21-15	660.00	660.00

Pd 1/26/15 chk# 1053

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
660.00	0.00	0.00	0.00	0.00	$660.00

CAPTAIN SAM'S BOATYARD
300 McCOTTERS MARINA RD.
WASHINGTON, N.C. 27889
captainsam1@Suddenlink.net
252-975-2046

BILL TO

Benoit & Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

Invoice

DATE	INVOICE #
3/11/2015	8132

TER...	Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Storage	Storage from 2-21-15 to 5-21-15	3	198.00	594.00
	Sales Tax		6.75%	0.00

Dropped Rate to $4.5 PR foot instead 85.00 = $198. per mo. Thanks!

INVOICES SE
PAID B

Total	$594.00

A finance charge of 1-1/2% per month will be added to accounts s turned over to an attorney for collection, debtor shall pay reasonable attor exceed limits established by N.C. law.

Captain Sams Boat Yard
300 McCotters Marina Rd
Washington, NC 27889

Statement

Date
2/13/2017

Myrtle Jalaber
10913 Leyton Place
Charlotte, N.C.
28227

pd 3/15/17
$220.
CH. # 1402

Amount Due	Amount Enc.
$297.00	

Date	Transaction	Amount	Balance
11/30/2016	Balance forward		0.00
12/05/2016	INV #9150. 11-21-16 / 2-16-16	594.00	594.00
01/31/2017	PMT #1154.	-594.00	0.00
02/13/2017	INV #9312. 2-16-16 / 4-1-17	297.00	297.00

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
297.00	0.00	0.00	0.00	0.00	$297.00

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
info@mccottersmarina.com

TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

STATEMENT NO. 2435
DATE 01/21/2019
TOTAL DUE $2,640.00
ENCLOSED

12/20/2018	Balance Forward		0.00
12/21/2018	Invoice #2176: Yearly storage for 1/1/2019 - 12/31/2019	2,640.00	2,640.00

2/14/19 ck#1254
pd $1320.00
paypal/kelly cr
Cpaul

0.00	0.00	2,640.00	0.00	0.00	**$2,640.00**

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
info@mccottersmarina.com

Statement

TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

STATEMENT NO. 2821
DATE 06/26/2019
TOTAL DUE $0.00
ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE
05/25/2019	Balance Forward		1,320.00
05/31/2019	Payment #CK 1273: CK 1273	-1,320.00	0.00

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	0.00	**$0.00**

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
info@mccottersmarina.com

INVOICE

BILL TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

INVOICE # 2750
DATE 12/15/2019
DUE DATE 12/15/2019
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Storage / Yearly Storage Rate for 1 year	44	60.00	2,640.00

Yearly storage for 1/1/2020 - 12/31/2020

BALANCE DUE **$2,640.00**

Pd $13.20 cc
3/15/20
ck # 1303

McCotter's Marina and Boatyard
179 McCotters Marina Rd
Washington, NC 27889
252-975-2174
office@mccottersmarina.com

Statement

TO
Myrtle Jalaber
S/V 'Nisku II' - Kalik 44
10913 Leyton Place
Charlotte, NC 28227

STATEMENT NO. 3946
DATE 05/26/2021
TOTAL DUE $1,540.00
ENCLOSED

DATE	ACTIVITY	AMOUNT	BALANCE
04/25/2021	Balance Forward		1,540.00

pd 6/15/21
$ 1540.00
CK# 1347

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	1,540.00	**$1,540.00**

ADDENDUM 7

Untimely Appeal, David Williams

Beaufort County
Board of Equalization and Review
Post Office Box 160
Washington, North Carolina 27889

Notice of Appeal

Tax Year: 2021 **Owner of Property:** DAVID GLENN WILLIAMS

Appellant: _____

Township (complete one appeal form per townships): _____

Abstract or REID #: _____ **Physical Address:** Washington City Docks **Opinion of Value:** $25,000

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Abstract or REID #: _____ **Physical Address:** _____ **Opinion of Value:** _____

Reason for Appeal (check all that apply):

Assessed Value ____ **Penalty** ____ **Taxability** ____

Explanation of appeal (attach additional pages as necessary):

See Attached

Signature: _____

Date: 12/17/21

Phone: 252-945-1848

Email Address: DGW@INETWN.COM

Mailing Address:
P.O. Box 2165
WASHINGTON, NC 27889

Submit all substantiating information to:
Beaufort County Assessor's Office
Board of Equalization and Review
PO BOX 160
Washington, NC 27889

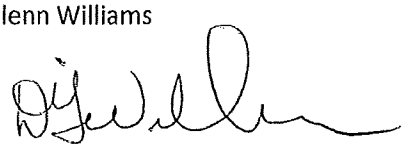
12/21/21

Reference Tax Bill 9536637 (attached)

For the last 2 years, 2019 and 2020, the tax bill has been adjusted to the reflect the purchase price (see attached bill of sale) less depreciation. The boat is not operational and requires replacement of both engines at a cost of $35,000 to $40,000 and replacement of the canvas top at a cost of approximately $9,000 to $10,000 that was torn off during the last hurricane.

My request is that the 2021 tax bill be adjusted and the recurring billed value be adjusted to reflect the real value of the boat.

Glenn Williams



BEAUFORT COUNTY TAX COLLECTOR
PO BOX 633
WASHINGTON NC 27889-0160

10646343-27117-1 1 1 27117 1 AV 0.398 89

WILLIAMS, DAVID GLENN
PO BOX 2165
WASHINGTON NC 27889-2165

BEAUFORT COUNTY
TAX ADMINISTRATION
2021 PROPERTY TAX NOTICE

***** IMPORTANT *****
PLEASE READ FRONT AND BACK OF NOTICE CAREFULLY

5248PFTN 7/30/21 PMS 348, K 3.5

Payment may be made in person at:

Beaufort County Tax Collector
220 N. Market Street
Washington, NC 27889

Hours: 8:00 am - 5:00 pm
Web Address: www.co.beaufort.nc.us

BILL NUMBER	REID NUMBER	TAX YEAR	BILL DATE	ACRES/LOTS
9536637		2021	08/05/2021	

LOCATION	DESCRIPTION	PIN #
201 W MAIN ST UNINCORPORATED	1994 TROJAN EXPRESS 370	

REAL VALUE	PERSONAL VALUE	EXCLUSION/EXEMPTION	DEFERMENT	BILLED VALUE
0	57,058	0/0	0	57,058

DESCRIPTION	TAX RATE	AMOUNT
COUNTY TAX	0.6250	356.61
CITY OF WASHINGTON TAX	0.5300	302.41
TOTAL		659.02
Current Year Taxes Due If Paid By January 5, 2022		$659.02

COPY

Tax Related Questions:

Collections: 252-946-2922

Assessor: 252-946-7981

Drainage: 252-946-2922

For Credit Card payment by phone: 1-866-603-7441

Interest Begins on January 6, 2022.

Prior years taxes are NOT included on this bill.

Detach and Retain This Portion For Your Records

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

YEAR	2021	Current Year Taxes Due If Paid By January 5, 2022	$659.02
REID NUMBER			
BILL NUMBER	9536637		

Pay with your smartphone
Search Papaya Payments in the App Store or pay online at www.ppaya.com/pay
App Store
Google Play

TO CHANGE YOUR MAILING ADDRESS, PLEASE FILL IN CORRECT ADDRESS BELOW.

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____

MAKE CHECK PAYABLE AND REMIT TO:

BEAUFORT COUNTY TAX COLLECTOR
PO BOX 6029
HERMITAGE PA 16148-1029

WILLIAMS, DAVID GLENN
PO BOX 2165
WASHINGTON NC 27889-2165

00000659022202120210000009536637 4

Backwater Marine & Auto Inc.

"Specializing in Quality New and Pre-Owned Boats"

2020 NW 1st Pl Cape Coral, Fl 33993

Serving God First

In this contract the words I, ME and MY refer to the Buyer and Co-Buyer signing this contract. The words YOU and YOUR refer to the Retailer. Subject to the terms and conditions on both sides of this agreement you agree to sell and I agree to purchase the following described unit. STOCK #:

BUYER(S)	HOME PHONE	BUSINESS PHONE	DATE OF ORDER
D. Glenn Williams			6.27.16

ADDRESS	CITY	COUNTY	STATE	ZIP	SALESPERSON	COLOR
P.O. Box 2165	Washington		NC	27889		

MAKE OF BOAT: 1994 Trojan	MODEL & SIZE: 370 Express	SERIAL NO.: CDRT1048C494	☐ NEW	☒ USED	$ 25,000 —
MAKE OF MOTOR 1: Mercruiser	MODEL & SIZE: 502	SERIAL NO.	☐ NEW	☒ USED	$
MAKE OF MOTOR 2: Mercruiser	MODEL & SIZE: 502	SERIAL NO.	☐ NEW	☒ USED	$
MAKE OF MOTOR 3	MODEL & SIZE	SERIAL NO.	☐ NEW	☐ USED	$
MAKE OF TRAILER	MODEL	SERIAL NO.	☐ NEW	☐ USED	$

OPTIONS		
	TOTAL PURCHASE ABOVE	$ 25,000 —
	COAST GUARD KIT $200 - $277 - $366	$
	ADD ON OPTIONS	$
	EXT. SERVICE CONTRACT ____ MOS.	$
	RIGGING	$
	FACTORY FREIGHT	$
	ADMINISTRATIVE FEE	$ 395 00
	CASH PURCHASE PRICE	$ 25,395 —
	TRADE-IN ALLOWANCE	$ ( )
	TAXABLE SALE	$
	STATE SALES TAX	$
	COUNTY SALES TAX	$
	TOTAL TAXABLE SALE	$
	$1.00 PER TIRE FL TIRE FEE	$
	$1.50 PER BATTERY FL BATTERY FEE	$
	STATE REGISTRATION/TITLE	$ ~~99.00~~
	TOTAL CASH SALE	$ 25,395 —
	LESS DEPOSIT WITH ORDER (CK#)	$ ( )
	BALANCE DUE	$
	TRADE-IN DEBT TO BE PAID BY CUSTOMER	$
	$28.00 PER ENG. FILING FEE - UCCI	$
	STATE OF FLORIDA DOC. STAMPS	$
	GAP COVERAGE	$
	SUBTOTAL	$
	ADDITIONAL DEPOSIT(S) ( )	$
	TOTAL DUE UPON DELIVERY ( )	$

DEPOSITS ON ORDER BOATS ARE NON-REFUNDABLE

OTHER TERMS OR CONDITIONS OF SALE

ALL USED BOATS ARE SOLD TO ME "AS IS" AND I ACCEPT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT AND THAT I DID USE MY OWN JUDGEMENT AND INSPECTION.

DESCRIPTION OF TRADE-IN

BOAT	YEAR	MODEL	SERIAL #
MOTOR	YEAR	H P	SERIAL #
TRAILER	YEAR		SERIAL #
AMOUNT OWING (APPROX.) $		TO WHOM	
TOTAL TRADE-IN ALLOWANCE $			

*ADMINISTRATION FEE REPRESENTS PROFITS TO THE SELLING DEALER COLLECTED TO COVER ESTIMATED COSTS INCURRED FOR THE PREPARATION AND MAINTENANCE OF DOCUMENTS AND RECORDS RELATIVE TO THE AGREEMENT.

YOU AND I UNDERSTAND THAT THIS AGREEMENT IS SUBJECT TO NECESSARY CORRECTIONS AND ADJUSTMENTS CONCERNING CHANGES IN THE NET PAYOFF OF MY TRADE-IN TO BE MADE AT THE TIME OF SETTLEMENT. (See par. #3 and 12 on the back of this agreement.)

You and I certify that the additional items and conditions printed on the other side of this contract are agreed to as a part of this agreement, the same as if printed above the signatures. My trade-in is free from all liens or encumbrances whatsoever, except as I have indicated herein.

Domenic Mulconrey RETAILER

Not Valid Unless Signed and Accepted by an Officer of the Company

BY: _____

Approved subject to acceptance of financing by bank or finance company.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I HAVE READ AND UNDERSTAND THE BACK OF THIS AGREEMENT.

Title to the above units shall pass to the Buyer when payment for the equipment has been made in full. (See par. #2 on the back of this agreement.) BUYER ALSO AGREES THAT THE BALANCE WILL BE PAID BY ☐ CASH, ☐ CERTIFIED CHECK, OR BY THE EXECUTION OF A ☐ RETAIL INSTALLMENT CONTRACT.

SIGNED: _____ BUYER(S)

SIGNED: _____ BUYER(S)

ADDENDUM 8

Project Oak Incentives

Project Oak Investment Scenario 01-25-22

		Years	Year 1	Year 2	Year 3	Year 4	Year 5
Depreciation	**Misc. Manu. Equipment Life**	**12**	**92%**	**85%**	**79%**	**71%**	**62%**

County & City Project Oak Property Tax Estimates							
Year	New Investment	Value	Year 1	Year 2	Year 3	Year 4	Year 5
1	60,000 sq. ft. Building *	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000
	Raw Land $15,000/Acre 12.53 Acres	$187,950					
	Improved Land $22,500/Acre 12.53 Acres		$281,925	$281,925	$281,925	$281,925	$281,925
	Equipment	$2,000,000	$1,840,000	$1,700,000	$1,580,000	$1,420,000	$1,240,000
2	Building Up Fit *	$0		$0	$0	$0	$0
	Equipment - clean room	$0		$0	$0	$0	$0
3	Building Up Fit *	$0			$0	$0	$0
	Equipment	$0			$0	$0	$0
4	Building Up Fit *	$0				$0	$0
	Equipment	$0				$0	$0
5	Building Up Fit *	$0					$0
	Equipment	$0					$0
	Total Investment	$4,687,950	$4,621,925	$4,481,925	$4,361,925	$4,201,925	$4,021,925
	County Tax Rate		0.635%	0.635%	0.635%	0.635%	0.635%
	County Taxes		$29,349.22	$28,460.22	$27,698.22	$26,682.22	$25,539.22
	City Tax Rate		0.530%	0.530%	0.530%	0.530%	0.530%
	City Taxes		$24,496.20	$23,754.20	$23,118.20	$22,270.20	$21,316.20
	Total County & City Taxes		$53,845.43	$52,214.43	$50,816.43	$48,952.43	$46,855.43
	Cumulaitve C&C Taxes		$53,845.43	$106,059.85	$156,876.28	$205,828.71	$252,684.13
	Balance (Raw Land - Property Taxes)		($134,104.57)	($81,890.15)	($31,073.72)	$17,878.71	$64,734.13

** Built or caused to be built*

ADDENDUM 9

Aurora Industrial park Interlocal Loan Agreement Budget Amendment

Beaufort County
Finance

Budget Amendment Request

Department: General Fund & Economic Dev Fund **Date of Request:** 02-07-22

FY Budget: FY 21-22

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0991-499100	Appropriated Fund Balance	450,000	
10-9800-598034	Transfer to Fund 34-EDC	450,000	
34-3727-439810	Transfer from Genearl Fund	450,000	
34-4933-565001	Town of Aurora -Loan	450,000	

Department Justification:

Appropriating $450,000 of General Fund Balance to transfer to Economic Development Project Fund to make payment to Town of Aurora as stated in the Inter Local Loan Agreement approved at the March 9, 2020 Board 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. _____	

ADDENDUM 10

Budget Amendment, Health Insurance

Beaufort County
Finance

Budget Amendment Request

Department: Finance

Date of Request: February 7, 2022

FY Budget: 2021/2022

Journal Reference Number:

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
10-0150-423100	SALES TAX	$109,500	
10-4110-512800	BOARD SALARY	4,532	
10-4110-518100	FICA	281	
10-4110-518400	MEDICARE	66	
10-4110-518300	HOSPITALIZATION-EMPLOYEE	569	
10-4120-518300	HOSPITALIZATION-EMPLOYEE	2,276	
10-4130-518300	HOSPITALIZATION-EMPLOYEE	2,940	
10-4132-518300	HOSPITALIZATION-EMPLOYEE	1,707	
10-4142-518300	HOSPITALIZATION-EMPLOYEE	1,844	
10-4146-518300	HOSPITALIZATION-EMPLOYEE	2,245	
10-4170-518300	HOSPITALIZATION-EMPLOYEE	1,728	
10-4180-518300	HOSPITALIZATION-EMPLOYEE	2,845	
10-4320-518300	HOSPITALIZATION-EMPLOYEE	8,906	
10-4325-518300	HOSPITALIZATION-EMPLOYEE	3,603	
10-4330-518300	HOSPITALIZATION-EMPLOYEE	2,276	
10-4380-518300	HOSPITALIZATION-EMPLOYEE	710	
10-4390-518300	HOSPITALIZATION-EMPLOYEE	4,068	
10-4900-518300	HOSPITALIZATION-EMPLOYEE	1,709	
10-4920-518300	HOSPITALIZATION-EMPLOYEE	94	
10-4960-518300	HOSPITALIZATION-EMPLOYEE	1,138	
10-5110-518300	HOSPITALIZATION-EMPLOYEE	14,174	
10-5120-518300	HOSPITALIZATION-EMPLOYEE	10,489	
10-5166-518300	HOSPITALIZATION-EMPLOYEE	2,777	
10-5310-518300	HOSPITALIZATION-EMPLOYEE	37,499	
10-5820-518300	HOSPITALIZATION-EMPLOYEE	1,024	

60-3713-499100	APPROPRIATED FUND BALANCE	$11,089	
60-7130-518300	HOSPITALIZATION-EMPLOYEE	$11,089	
81-3990-499100	APPROPRIATED FUND BALANCE	$303	
81-4720-518300	HOSPITALIZATION-EMPLOYEE	$303	

Department Justification: To appropriate GF sales tax revenue and Water and Solid Waste fund balance to cover the increase in the SHP Health Insurance premium.

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 transfers between Personal Services, Operating & Capital account	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Employer Rate Information

North Carolina State Health Plan
FOR TEACHERS AND STATE EMPLOYEES
A Division of the Department of State Treasurer

Dale R. Folwell, CPA
State Treasurer of North Carolina

Employer Contribution Rate Considerations

Executive Summary

The delayed budget from the 2021 long session has created several challenges:

- The continuation budget, based on a rate that was already well below State Health Plan (Plan) trend, provided inadequate funding for July – December 2021
- The enacted budget sought to rectify not only the previous trend shortfall but also to provide an adequate rate for the biennium in the first year
- The Plan set the employer rates per the enacted budget
- Given the timing of the budget passage in mid November, it was not possible to invoice employing units for the January premium $647.86 per member per month (PMPM) since those invoices begin production the first week of December thus creating an employer premium shortfall of $115.50 (PMPM)
- The February premium invoices, which begin to produce the first week of January, will make up the premium shortfall by including a retro premium adjustment of $115.50 for the January enrollment and the $647.86 premium for February enrollment
- The March premium invoices, which begin production on February 1, will be the consistent employer premium for the rest of the 2022 Plan year
- The 2023 employer premiums will be $584.96 PMPM

Please find details on the attached slides.

North Carolina State Health Plan for Teachers and State Employees
A Division of the Department of State Treasurer
DALE R. FOLWELL, CPA

Employer Contribution Rate Considerations

Claims Costs:

- The State Health Plan (Plan) health care cost trend has been increasing at rates that are unsustainable and despite the Department's best efforts to work with providers to lower their rates, rate increases continue to rise. (See HB 184 from 2019, which explicitly attempted and effectively succeeded at blocking the Plan from lowering costs).
- Medical and Pharmacy Claims comprise > 90% of State Health Plan Expenses and have increased 6.7% in 2019 and 4.3% in 2020. The Plan expects the increase in 2021 to be elevated due to the delayed procedures and missing routine examinations in 2020.

Contribution Shortfall:

- In summer 2019, the NCGA passed a one-time General Fund budget machination that resulted in FY 2020 premiums increasing less than 4.0% with the expectation that this decrease would be made up in FY 2021.
- In spring 2020, the NCGA passed legislation reducing FY 2021 premiums to a slight increase of 0.3%, which is down from the 5.4% increase detailed in S.L. 2019-209.
- The NCGA made up for these deficits by increasing rates in FY 2022 on top of the expected "normal" growth in costs with a total increase of 11.0%.

FY to CY Conversion:

- In 2014, the Plan transitioned its "plan year" from matching the state's fiscal year (FY) to a calendar year (CY) basis. This was necessary in order to align open enrollments better with Medicare and Affordable Care Act (ACA), etc. Unfortunately, the decreases in the contributions from 2020 to 2021 reduces the flexibility of the plan to smooth out increases.
- The FY v. CY issue also impacts the total rate changes discussed above and is why the new rates seem out of line, which is not the case. Plan premiums are paid a month in advance, and the charges must match the budget caps on a FY basis, not a CY basis. Once the Plan sets CY employer rates, they cannot be changed, even if there is a budget change, until the next CY.

North Carolina State Health Plan for Teachers and State Employees
A Division of the Department of State Treasurer
Dale R. Folwell, CPA

Employer Contribution Rate Considerations

Legislation	Fiscal Year End	FYE Annual Non-Medicare Contribution	Calendar Year	Monthly Non-Medicare Contribution Rate	$ Change	% Change
SL 2017-57	2018	5,867	2018	498.68		
SL 2017-57	2019	6,104	2019	518.64	19.96	4.0%
SL 2019-209	2020	6,309	2020	532.36	13.72	2.6%
SL 2020-45	2021	6,326	2021	521.96	-10.40	-2.0%
SL 2021-180	2022	7,019*	2022	647.86	125.90	24.1%
SL 2021-180	2023	7,397*	2023	584.96	-62.90	-9.7%
					Total % Change	19.1%
						Over 5 years 4% Avg. Change

*SL 2021-180 changed rates from Non-Medicare and Medicare to Active and Retiree.

CY 2022 Rates

- In August 2021, the State Health Plan Board of Trustees approved Employer rates following OSBM Continuing Budget Guidance Letter.
  - $532.36
- In November 2021, the governor signed SL 2021-180 modifying the rate limit for Employers.
  - $647.86
  - The State Health Plan Board of Trustees adopted the current rates in December 2021.
- The lateness of the budget prevented the updated rates from being programmed into necessary systems for the December payroll (paying for January coverage) and therefore defaulted to what was adopted in August ($532.36).
- The employer rates being paid for 2022 coverage will have to change three months in a row until stable in March.
  - $ 532.36 per person in December for January,
  - $ 763.36 in January for February, and
  - $ 647.86 for the following months of 2022.

Employer Contribution Rates Demonstration

Fiscal Year 2021-22

PAY PERIOD	COVERAGE PERIOD	Actives Projected	Actives Actual	Difference
Jun 21	Jul 21	521.96	521.96	
Jul 21	Aug 21	521.96	521.96	
Aug 21	Sep 21	521.96	521.96	
Sep 21	Oct 21	521.96	521.96	
Oct 21	Nov 21	521.96	521.96	
Nov 21	Dec 21	521.96	521.96	
Dec 21	Jan 22	647.86	532.36	-115.50
Jan 22	Feb 22	647.86	763.36	115.50
Feb 22	Mar 22	647.86	647.86	
Mar 22	Apr 22	647.86	647.86	
Apr 22	May 22	647.86	647.86	
May 22	Jun 22	647.86	647.86	
	FY 2022 Total	$7,018.92	$7,018.92	
	SL 2021-180 Limit:	$7,019.00		

Retro Payment TO SHP in January: $115.50

Already in Place

Approved in August, too late to change with new budget

Calculated in order to meet the SL 2021-180 Limit

Fiscal Year 2022-23

PAY PERIOD	COVERAGE PERIOD	Actives Projected
Jun 22	Jul 22	647.86
Jul 22	Aug 22	647.86
Aug 22	Sep 22	647.86
Sep 22	Oct 22	647.86
Oct 22	Nov 22	647.86
Nov 22	Dec 22	647.86
Dec 22	Jan 23	584.96
Jan 23	Feb 23	584.96
Feb 23	Mar 23	584.96
Mar 23	Apr 23	584.96
Apr 23	May 23	584.96
May 23	Jun 23	584.96
	FY 2023 Total	$7,396.92
	SL 2021-180 Limit:	$7,397.00

ADDENDUM 11

Courthouse Security Agreement

SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LP d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): Beaufort County Courthouse

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Beaufort County Courthouse

By: _____
Name: _____
Title: _____
Address for Notices:

_____
Fax: _____

UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services
By: _____
Name: _____
Title: _____
Address for Notices:

_____
Fax: _____

GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) years beginning on January 1, 2022 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within ten (10) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.
3. Allied Universal shall provide uniforms for all assigned personnel. Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.
4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

C. Billing

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

D. Physical and Intellectual Property

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

E. Insurance and Indemnification

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars ($1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance

provided by Client to its employees, including but not limited to medical, disability, and workers compensation benefits.

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

F. Compliance with Laws

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies (SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

G. Miscellaneous

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall by governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate, meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to

Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s))").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

EXHIBIT "A"

to Agreement Between

Allied Universal
and
Beaufort County Courthouse

LOCATIONS FOR SECURITY SERVICES PROVIDED BY
Allied Universal
4600 Marriott Dr Suite 510, Raleigh NC 27612
Phone 919-787-0749
Fax 919-571-8561

Location	Specify for each location: Armed Unarmed	Schedule of Coverage	Hours
1. 112 W 2nd St Washington, Nc 27889	Unarmed	Monday – Friday 8am – 5pm	200
2.			
3.			

Description of Services:

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The security professional creating the report will be available to explain the incident report during their shift.
- The security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in a writing signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed herein.

EXHIBIT "B"

to Agreement Between

Allied Universal
and

Beaufort County Courthouse

BILLING RATES

The initial Billing Rates for the Services shall be as follows:

For Location 1:	**Unarmed**	
Security Professional Regular Rate	$__15.99 per hour	
Security Professional Overtime* Rate	$___23.99 per hour	
Security Professional Holiday Rate	$___23.99 per hour	
Supervisor Regular Rate	$___18.68 per hour	
Supervisor Overtime* Rate	$__28.02 per hour	
Supervisor Holiday Rate	$__28.02 per hour	

Additional Notes:

> Mutually agreed-upon merit increases will result in a Bill Rate increase.

* *Requested Overtime*: With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." the additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

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1. ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS. Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.
2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or by applicable collective bargaining agreement.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: $125.00 per hour, for director or manager and $65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
5. Should Client require Allied Universal to provide uninterrupted Services during Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.

6. Client understands and agrees that by ordering and receiving the HELIAUS Technology Platform which may include all or some of the HELIAUS Mobile and HELIAUS Portal components (the "HELIAUS Services") from Allied Universal, Client agrees to the HELIAUS Software-as-a-Service (SaaS) Terms in full ("the HELIAUS Terms"), and same shall solely govern the provision of the HELIAUS Services; provided, however, the invoicing, payment, and billing terms for the HELIAUS Services shall be governed by this Agreement. The Parties acknowledge and agree that the HELIAUS Services are otherwise separate and distinct from the Services under this Agreement, and that any use or non-use of the HELIAUS Services shall not expand the Allied Universal scope of Services and/or liability hereunder. The HELIAUS Terms may be found at www.aus.com/service-terms and by signing the Agreement Client acknowledges receipt and agrees to the HELIAUS Terms. "HELIAUS" is a service mark of Allied Universal.